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SECTION A - Standard Form 1449 (SF 1449)

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SECTION B - Schedule of Supplies/Services and Prices

B-1 Addendum to Standard Form 1449

In accordance with Federal Acquisition Regulation (FAR) 12.302 and 12.303, this addendum to the Standard Form 1449 provides for continuation of the schedule and description of the supplies/services to be acquired.

B-2 Section 508 and SSA's Accessibility Requirements

Requirements for accessibility based on Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) and additional agency specific accessibility requirements, hereafter referred in total as “508 Accessibility Standards,” the Government has determined are relevant for this contract.

(See [Section D Attachment 1, 508 Accessibility Requirements](#))

B-3 Task Ordering Procedures

B-3(a) General

(1) During the ordering period of performance (see [Section B-4](#)) of this contract, the Government may issue written task orders in accordance with the procedures set forth herein to support requirements associated with the Statement of Work (SOW) in Section D. This is an indefinite-delivery indefinite-quantity (IDIQ) contract that allows individual task orders to be awarded using the following pricing arrangements under FAR Part 16: firm-fixed-price (FFP), time-and-materials (T&M), and labor-hour (LH). Task order prices for each labor category identified in [Section D Attachment 3, Labor Categories and Qualifications](#) (see [Section B-7](#)) must be based on the fixed hourly rates identified in [Section D Attachment 2, Pricing Matrixes](#) (see [Section B-6](#)). Although the hourly rates are fixed hourly rates, the Contractors may elect to propose lower hourly rates when responding to a request for task order proposal (RFTOP).

Note: The Government reserves the right to use the pricing arrangements authorized for use under this contract in conjunction with an award fee, and performance, or delivery incentives when the award fee or incentive is based solely on factors other than cost. In these cases, the award fee and incentive(s) will be determined at the task order level by the Contracting Officer (CO).

(2) The Contractor will not be reimbursed for any expenses incurred that do not comply with the task ordering procedures or expenses that exceed the task order award (or ceiling amount if T&M, or LH pricing) without the express written consent of the CO.

(3) No individual task order may authorize the Contractor to incur expenses that are not in accordance with the limitations set forth elsewhere in the contract.

(4) The Government is obligated only to the extent of authorized task orders awarded under the contract. The Government will identify the period of performance for services (to include option periods, if applicable, and any incentives, if applicable) in each task order.

- (5) The Government will reimburse other direct costs (ODC) per [Section B-3\(c\)\(1\)\(ii\)](#).
- (6) This contract authorizes orders to be issued by electronic commerce methods only.

B-3(b) Ordering

(1) The CO will issue a RFTOP electronically to the multiple awardee Contractors following the ordering procedures of FAR 16.505(b), unless an exception applies (see FAR 16.505(b)(2)). In response, the Contractor must provide a task order proposal (TOP) that contains the Contractor's proposed total price to perform the services outlined in the SOW, along with any other information (e.g., information related to the cited evaluation criteria) the Government requires to assist with making a best value award decision. In addition, the Government may specify "key personnel" other than those identified under [Section C3-5 2352.209-1 Key Personnel \(SEP 2013\)](#) of the contract, that are considered "key" to an individual task order. In those cases, the task order will specify which personnel assigned to "key" positions or labor categories are essential to the work performed therein.

Note: The Government reserves the right to use streamlined procedures, including oral presentations as allowed by FAR 16.505(b)(1). In these cases, the Government will follow the guidance at FAR 15.102 and provide each multiple awardee, unless an exception applies, with sufficient information to prepare a response.

(2) Hardware/Software Acquisition: Although the IDIQ contract is *primarily* for services in support of the task areas identified within the SOW in Section D of this contract, in *limited* situations, inclusion of hardware/software items on a task order is within the purview of the Government. Any hardware/software procured under this IDIQ contract via task order must be considered critical and related to the services being acquired under the task order. For example, cases where proposed hardware/software results from task order requirement for a "solutions based" proposal. In these cases, the proposal may address task order requirements in a manner that encompasses everything from the analysis of hardware/software implementation to ongoing operational support of the IT solution to the task order requirements.

Note: Any proposed hardware/software procured under this contract via task order in support of the task areas identified within the SOW in Section D of this contract, and where supplemented by the individual task order SOW, must comply with the 508 Accessibility Standards applicable to the task order requirements. In these cases, the 508 Accessibility Standards will be specified at the task order level. In addition, the Government reserves the right to ensure any commercial computer software, or commercial computer software documentation acquired under licenses customarily provided to the public, is consistent with Federal law and otherwise satisfy the Government's needs. (See [Section C1-5 52.227-17 Rights in Data – Special Works \(DEC 2007\)](#))

- (3) All SSA COs may place orders against this contract up to their individual delegated purchase authority.
- (4) Funds will be obligated at the time the CO places a task order; but see Agency Specific

clauses under Sections [C3-14 2352.232-4 Contract Funding During a Continuing Resolution \(JUL 2011\)](#), and [C3-15 2352.232-5 Option Period Funding During a Continuing Resolution \(JUL 2011\)](#). Note: The minimum contract guarantee will be obligated at the contract level upon award of the IDIQ contract. Subsequent task orders will not obligate additional funds until the initial funding has been depleted. Additional task orders above the minimum quantity will be issued as appropriate using current funds available. The IDIQ contract will not be modified to add funds.

(5) Frequency of ordering: Services will be ordered on an as needed basis and as funds are available (but see [Section B-3\(b\)\(4\)](#)).

B-3(c) Task Order Proposal (TOP)

(1) The Contractor's proposal must contain the Contractor's proposed price to perform the work detailed in the RFTOP's SOW. Below is a list of areas that the TOP must address:

(i) General: Include a detailed pricing table/matrix, with the labor hours by skill category needed for completion of the task. Propose task order prices using only those labor categories and fixed hourly rates (less applicable discounts) contained in [Section D Attachment 2, Pricing Matrixes](#) (see [Section B-6](#)); supplemented by any proposed other direct costs (ODC) as applicable. The Government will award each task order using rates that do not exceed the contract fixed hourly rates for each labor category identified in the contract, and where applicable, supplemented by allowable ODC. Furnish the price for all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth herein as furnished by the Government) and otherwise perform all work necessary for, or incidental to, the performance of the effort as set forth in the SOW under Section D of this contract. All pricing associated with meeting the terms and conditions of the contract must be included in, and made part of this Section.

In addition, the Government will use the fixed hourly rates current at the start of performance and not necessarily current at time of placing the order. For example, if the Government issues a task order in one contract period, with performance not to start until the next contract period, and the next contract period has an increase in the fixed hourly rate(s), the fixed hourly rates will be those in effect at the start of performance in the next contract period. However, if the Government issues an order in one contract period, with performance starting in that period, but crosses into the next contract period, the fixed hourly rates will be those in effect at the start of performance even though performance crosses into the next contract period. In these cases, the fixed hourly rates at the start of performance will be used for the duration of the base performance period for that task order; task order option periods may include rates current at the start of the next contract period, if applicable. The Government will not accept TOPs, nor issue task orders, with dual rates.

(ii) ODC Requirements: Other direct costs (e.g. specified computing platform, software and hardware resources required by the Government to perform under the contract (see [Section B-3\(b\)\(2\)](#)), non-routine travel costs, and Government approved training and seminars) that cannot be attributed to the fully loaded rate will not be included in the fully loaded rates

contained in [Section D Attachment 2, Pricing Matrixes](#). Therefore, the Contractor must propose all ODC costs, including documentation supporting the ODC costs, necessary in the performance of the task order. The Government will reimburse ODC costs on an actual cost basis *or* a fixed price basis depending upon the requirements of the individual task orders. (See [Section C1-4](#))

The Government will reimburse travel costs for task orders issued for services in accordance with [Section C3-13 2352.232-3 Contractor Travel Expense Reimbursement \(JUL 2011\)](#). No fee is applicable to travel costs. To assist the Government in making timely payments, the Contractor must provide the Task Order Number, applicable sub-tasks (if identified on task order), and Tax Identification Number (TIN) on each invoice submitted.

(iii) Organizational Conflict of Interest: Address whether the Contractor believes an Organizational Conflict of Interest (OCI) might exist. In the case of a potential OCI, the Contractor must identify the potential OCI, and how it will mitigate or avoid the OCI during performance of the task order. Refer to Sections [C3-23 Organizational Conflicts of Interest – Restrictions applicable to Future Acquisitions](#), and [C3-24 Identification and Mitigation of Potential Organizational Conflicts of Interest Arising Under Task Orders](#) for more information. Note: The guidelines and procedures of FAR 9.5, and where applicable, supplemented by Sections [C3-23](#) and [C3-24](#), will be used in identifying and resolving any issues of organizational conflicts of interest at the contract and task order level.

(iv) Assumptions: The TOP may include any assumptions on the Contractor's part used in developing the TOP and costs.

Note: The labor categories under this IDIQ contract is considered *bona fide* executive, administrative, professional labor and is generally exempt from the Service Contract Labor Standards (SCLS), formerly known as the Service Contract Act of 1965. To the extent that any labor is subject to the SCLS and is within scope of a task order and the IDIQ contract, the CO will identify such work under a separate line item on the task order. In doing so, the CO will apply wages as required under FAR 22.10, Service Contract Act Wage Determinations, and incorporate by reference into the task order the applicable FAR clauses in paragraph (c) of FAR clause [52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items \(MAY 2015\)](#).

(2) Firm-Fixed-Price Task Orders: For RFTOPs requesting FFP arrangement, the Contractor must multiply the quantity of each item or labor category required by the rate listed in the pricing schedule (see [Section D Attachment 2, Pricing Matrixes](#)) or as negotiated for the task, and the cumulative extended total of all items ordered will define the FFP for the task.

ODCs, if applicable, may be estimated for each task order. Any amount negotiated for ODCs, will be added to the extended price of all ordered items to arrive at the total FFP for the task order. The CO will determine fair and reasonable pricing for all fixed-price task orders following FAR 15.4, Pricing.

(3) Time and Materials and Labor-hour Task Orders: For RFTOPs requesting T&M and LH pricing arrangement, the Contractor must multiply the quantity of hours required under each

labor category by the rate listed in their price schedule (see [Section D Attachment 2, Pricing Matrixes](#)) or as negotiated, such as when the Contractor elects to propose lower rates for the task order. The cumulative extended total of all labor categories ordered and allowable negotiated ODCs will define the task order *ceiling* price (see FAR 12.207(b) and (c) respectively). The Government will identify a not-to-exceed materials ceiling under a separate contract line item number on the task order. The Government will reimburse the Contractor as provided under [Section C1-4, FAR clause 52.212-4, Contract Terms and Conditions -Commercial Items \(MAY 2015\)-Alternate I \(MAY 2015\)](#).

(4) **Incentives:** The CO reserves the right to use the pricing arrangements (i.e., FFP, T&M, and LH) authorized for use under this IDIQ contract, in conjunction with an award fee and performance or delivery incentives when the award fee or incentive is based solely on factors other than cost (see FAR 16.202-1). In these cases, the CO will determine the applicable award fee and incentive(s) at the task order level.

B-3(d) Task Order Proposal Response Time

Unless otherwise specified, the Contractor must respond to the Government's RFTOP within seven calendar days after receipt of the request. The Contractor may request additional response time; the Government may or may not grant an extension.

B-3(e) Task Order Evaluation - Fair Opportunity Award Procedures

In accordance with FAR 16.505(b)(1)(i), each multiple awardee under this IDIQ contract will be given a fair opportunity to be considered for each order issued over the \$3,500.00, unless circumstances exist that would allow for restricting competition under FAR 16.505(b)(2). The Government will consider, in part, the proposed pricing, the labor mix, and the level of effort to determine if the TOP is reasonable for the required work and reflects a clear understanding of the requirements. The RFTOP will specify the performance period for services (to include any proposed option period(s) to extend the term of the task order, and any incentives, if applicable), and the selection criteria the Government will use to obtain best value.

The Government reserves the right to use any one or a combination of the following source selection approaches when competing task orders under this IDIQ contract: tradeoff process, and/or lowest-price-technically-acceptable source selection process.

B-3(f) Task Order Modifications

(1) Changes within the scope of the task order will require a modification. Modifications may include, but are not limited to, the SOW, the duration of a task order, and/or funding.

(2) The COTR, SSA task manager (if applicable), and the Contractor must discuss the changes. The CO will then request that the Contractor provide a revised price proposal based on the recommended changes. The COTR will then review the modification proposal and send a recommendation to the CO. Once approved by the CO, the CO will issue a task order modification to the Contractor. The Contractor may not begin performance on the modification

until the CO provides approval.

B-4 Period of Performance

This contract includes multiple periods of performance applicable to either the contract level, or individual task order level. (See Section C for FAR clause [52.216-18, Ordering \(OCT 1995\)](#), FAR [52.216-22, Indefinite Quantity \(OCT 1995\)](#), FAR [52.217-8, Option to Extend Services \(NOV 1999\)](#), and FAR [52.217-9, Option to Extend the Term of the Contract \(MAR 2000\)](#))

The following periods of performance are established:

Ordering Period: The IDIQ *ordering* period of performance establishes the timeframe in which the CO may issue task orders against this contract for a period up to and including approximately 123 months from the effective date of this contract (if all options are exercised). The Government's effective dates for the *ordering* period of performance (inclusive of all options; if exercised) under the multiple-award IDIQ contract is:

Ordering Period	Effective Date Timeframe	Contract Year*
Base Ordering Period	1/2/2017 – 9/28/2017	Contract Year 1
Base Ordering Period	9/29/2017 – 9/28/2018	Contract Year 2
Option I Ordering Period	9/29/2018 – 9/28/2019	Contract Year 3
Option I Ordering Period	9/29/2019 – 9/28/2020	Contract Year 4
Option II Ordering Period	9/29/2020 – 9/28/2021	Contract Year 5
Option II Ordering Period	9/29/2021 – 9/28/2022	Contract Year 6
Option III Ordering Period	9/29/2022 – 9/28/2023	Contract Year 7
Option III Ordering Period	9/29/2023 – 9/28/2024	Contract Year 8
Option IV Ordering Period	9/29/2024 – 9/28/2025	Contract Year 9
Option IV Ordering Period	9/29/2025 – 9/28/2026	Contract Year 10
Option to Extend Services per FAR 52.216-8	May be exercised any timeframe within contract ordering period for up to 6-months of services.	

*Contract Year represents the timeframe in which a Contractor's fixed hourly rate(s) *may* be subject to change based upon the Contractor's negotiated fixed hourly rate(s) under Section B-6. (See Section B-3(c)(1)(i))

Task Order Period of Performance for services: The task order period of performance for services establishes the timeframe for services for each individual task orders placed under this contract during the *ordering* period stated above. In addition, task orders may include option periods to continue services for the timeframe specified within the order. Note: Task Orders placed under this contract may be for services defined as "severable¹," or "non-severable²."

¹ "Severable" services as used herein mean services that are continuing and recurring in nature. (2008, Published: 13Th February, Download, [Http://bit.ly/1N8Vjcf](http://bit.ly/1N8Vjcf), and [Http://goo.gl/rgtc2](http://goo.gl/rgtc2). *Principles of Federal Appropriations Law, Volume 1*, , 2004, Office of the General Counsel, U.S. General Accounting Office, 2004 (n.d.): n. pag. Web.)

B-5 Maximum Program Ceiling and Minimum Contract Guarantee

The maximum program ceiling amount that may potentially be awarded under this IDIQ contract from all ITSSC awardees combined is \$3,512,000,000.00, inclusive of all option periods identified under [Section B-4](#).

The minimum guaranteed dollar value ordered by the Government from *each* individual contract awardee is \$500,000.00.

Note: There are no minimum or maximum amounts for option periods identified under [Section B-4](#). Upon contract award, the minimum guaranteed dollar amount is hereby ordered, and fully funded.

(See Sections [C2-2 52.216-18 Ordering \(OCT 1995\)](#), and [C2-3 52.216-19 Order Limitations \(OCT 1995\)](#))

B-6 Pricing Matrixes

The Contractor must provide all labor, and services necessary to fulfil requirements described in the SOW of this IDIQ contract (and where supplemented by the individual SOWs incorporated at the task order level) at the pricing agreed upon at Contract award, or otherwise negotiated based on the provisions herein.

[See [Section D Attachment 2, Pricing Matrixes](#)]

Rate Refresher: The CO *may* periodically reassess the fixed hourly rates that have been negotiated and agreed upon in [Section B-6, Pricing Matrixes](#) during the contract ordering period of performance, given the dynamic nature of IT services, potential changes in market conditions, and the possible changing agency landscape. At his or her discretion, the CO *may* seek to renegotiate the fixed hourly rates with the multiple awardee contractors. Renegotiation of rates may occur when the Government considers whether to exercise an option period per FAR 17.207 as outlined under [Section B-4](#) of this contract. The CO must be able to determine any renegotiated rates fair and reasonable. Renegotiated rates only apply to *new* (i.e., not retroactive) task orders issued on or after the effective date of a bilateral modification changing the rate(s). Note: If the CO and the multiple awardee contractor(s) cannot reach agreement on renegotiated rate(s), the contract's existing fixed hourly rates *will continue to apply*.

Unique Professional Skills – Task Order Level: Per [Section D Attachment 3, Labor Categories and Qualifications](#) (see [Section B-7](#)), in *rare* limited situations, certain unique skills sets that are not defined in the labor categories referenced therein may be required under specific task orders. The CO, in conjunction with the COTR, will determine whether circumstances warrant the use of unique professional skills. In these cases, the CO will negotiate the fixed hourly rate with the Contractor. The CO must be able to determine any negotiated rate fair and reasonable. Note:

² “Non-severable” (or “entire”) services as used herein mean services that constitute a specific, entire job or single undertaking with a defined end-product that cannot feasibly be subdivided for separate performance. (See citation for “Severable.”)

If the CO and the multiple awardee contractor(s) cannot reach agreement on a negotiated rate, the unique skill sets must be procured outside of this contract, or otherwise be negotiated under an existing labor category as referenced herein, for which the Contractor's existing fixed hourly rates *will apply*.

Note: All labor rates in the contract are provided on a "fully loaded" per productive hour pricing basis. That is, they already include base labor rate and all holiday, vacation, sick leave and other nonproductive labor costs in overhead. All fully loaded rates include all labor burdens, including: base labor rate and fringe benefits; contractor facilities costs, including "other facilities costs" such as utilities, office supplies, equipment other than workstations, etc.; routine/non-customer directed and/or non-Government approved travel to SSA headquarters facilities; routine/non-customer directed and/or non-Government approved training/seminars; overhead; G&A; and profit. In addition, for T&M and LH task orders, actual hours worked, and any allowable ODC costs, will be verified by the Government before each invoice is approved.

B-7 Labor Categories and Qualifications

[See [Section D Attachment 3, Labor Categories and Qualifications](#)]

SECTION C - Contract Clauses and Terms and Conditions

Note: This contract includes one or more clauses (FAR and Agency Specific) that apply at the contract level, and flow down to individual task orders. In addition, there may be a need to incorporate additional FAR and Agency Specific clauses at the task order level given the nature of the requirement(s). In these cases, the task order will specify the additional FAR and Agency Specific clause(s).

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SECTION C1 - FAR Clauses Incorporated by Reference (IBR)

C1-1 52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)

C1-2 52.204-18 Commercial and Government Entity Code Maintenance (NOV 2014)

C1-3 52.212-4 Contract Terms and Conditions - Commercial Items (MAY 2015)

[Note: FAR clause at [Section C1-3](#) applies to all fixed price task orders issued against this contract.]

C1-4 52.212-4 Contract Terms and Conditions – Commercial Items (MAY 2015)– Alternate I (MAY 2014)

Per FAR 12.301 and 12.302, FAR Clause 52.212-4 Contract Terms and Conditions-Commercial Items (MAY 2015) Alternate I (MAY 2014) is hereby incorporated by reference for the purpose of governing time-and-materials and labor-hour task orders when issued under this contract.

The following paragraphs (a), (e), (i), (l), and (m) are considered substituted for those in the basic clause dated MAY 2015.

The applicable fill-ins are as follows:

Paragraph (a)(4) - The portion of the labor rate attributable to profit is [10%].

Paragraph (e)(1)(iii)(D) – The following subcontracts for services which are specifically excluded from the hourly rate: [NONE]

Paragraph (i)(1)(ii)(D)(1) - Other Direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: [Each order must list separately the elements of other direct charge(s) for that order.].

Paragraph (i)(1)(ii)(D)(2) – Indirect Costs. The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: [NONE]

C1-5 52.227-14 Rights in Data – General (MAY 2014)

[Note: FAR clause at [Section C1-5](#) applies to data other than special works as specified in [Section C1-6](#).]

C1-6 52.227-17 Rights in Data – Special Works (DEC 2007)

C1-7 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)

C1-8 52.237-3 Continuity of Services (JAN 1991)

SECTION C2 - Federal Acquisition Regulation (FAR) Full Text Clauses

C2-1 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders - Commercial Items (MAY 2015)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (DEC 2014)

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

[X] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

[X] (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

[X] (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) (Reserved)

[] (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

[X] (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

[X] (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (AUG 2013) (31 U.S.C. 6101 note).

[X] (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters

(JUL 2013) (41 U.S.C. 2313).

☐ (10) (Reserved)

☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (ii) Alternate I (NOV 2011) of 52.219-3.

☒ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (JAN 2011) of 52.219-4.

☐ (13) (Reserved)

☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (OCT 1995) of 52.219-7.

☐ (iii) Alternate II (MAR 2004) of 52.219-7.

☒ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

☒ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (OCT 2001) of 52.219-9.

☐ (iii) Alternate II (OCT 2001) of 52.219-9.

☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

☐ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

☒ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV

2011) (15 U.S.C. 657f).

☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (JUL 2013) (15 U.S.C. 632(a)(2)).

☐ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013) (15 U.S.C. 637(m)).

☐ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (JUL 2013) (15 U.S.C. 637(m)).

☒ (25) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

☐ (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).

☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

☒ (28) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

☒ (29) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

☒ (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

☒ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

☒ (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

☐ (ii) *Alternate I* (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

☒ (34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

☐ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) *Alternate I* (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-13.

☐ (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-14.

☐ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

☐ (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-16.

☒ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ (41) 52.225-1, Buy American-Supplies (MAY 2014) (41 U.S.C. chapter 83).

☐ (42)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

☐ (ii) Alternate I (MAY 2014) of 52.225-3.

☐ (iii) Alternate II (MAY 2014) of 52.225-3.

☐ (iv) Alternate III (MAY 2014) of 52.225-3.

☐ (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

☒ (44) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

☐ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

☐ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

☐ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (49) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☒ (50) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (JUL 2013) (31 U.S.C. 3332).

☐ (51) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

☐ (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☒ (53) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

☐ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

☐ (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

☐ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

☐ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

[] (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

[] (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).

[] (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

[] (10) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
- (iv) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).
- (vi) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).
- (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (viii) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).
- (ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (x) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
- (xi) __ (A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- __ (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- __ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xiv) 52.222-54, Employment Eligibility Verification (AUG 2013).
- (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (E.O. 13658).
- (xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with

paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

C2-2 52.216-18 Ordering (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 01/02/2017 through 03/31/2027.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

C2-3 52.216-19 Order Limitations (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$50,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor-

(1) Any order for a single item in excess of \$10,000,000.00;

(2) Any order for a combination of items in excess of \$100,000,000.00; or

(3) A series of orders from the same ordering office within five days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five days after issuance, with written notice stating the

Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

C2-4 52.216-22 Indefinite Quantity (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 365 days after the end of the last option period.

(End of clause)

C2-5 52.217-8 Option to Extend Services (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days of the current contract ordering period of performance expiration date.

(End of clause)

C2-6 52.217-9 Option to Extend the Term of the Contract (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does

not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 123 months.

(End of clause)

C2-7 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

C2-8 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <https://www.acquisition.gov/?q=browsefar>.

(End of clause)

C2-9 52.252-6 Authorized Deviations in Clauses (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

DRAFT

SECTION C3 - Agency Specific Clauses

C3-1 0002 Agency Specific Clauses

This contract includes one or more Social Security Administration acquisition clauses which are provided in full text.

C3-2 52.203-99 Prohibition on Contracting With Entities That Require Certain Internal Confidentiality Agreements (FEB 2015)(DEVIATION)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

(End of clause)

C3-3 2352.204-1 Security and Suitability Requirements (JUL 2013)

(a) Acronyms and Definitions – As used in this clause --

“Access to a facility, site, system, or information” means physical access to any Social Security Administration (SSA) facility or site, logical access to any SSA information system, or access to programmatic or sensitive information.

“CO” means Contracting Officer.

“Contractor” means any entity having a relationship with SSA because of this contract. This term includes, but is not limited to, corporations, limited liability partnerships, and sole proprietorships.

“CPOC” means Company Point of Contact as specified by the contract.

“CPSPM” means Center for Personnel Security and Project Management.

“COTR” means Contracting Officer’s Technical Representative.

“Contractor Personnel” means employees of the contractor; employees of the subcontractor; any consultant retained by the contractor or subcontractor; any volunteer or intern of the contractor or subcontractor; and if the contractor or subcontractor is a sole proprietorship, it refers to the sole proprietorship.

“PIV” means Personal Identity Verification.

“Subcontractor” means any entity having a relationship with SSA’s contractor because of this contract. This term includes, but is not limited to, corporations, limited liability partnerships, and sole proprietorships.

“eQIP” means Electronic Questionnaire for Investigations Processing.

(b) Purpose. This clause provides SSA’s policies and procedures concerning the conduct of background investigations (i.e. suitability determinations). The purpose of these investigations is to determine the suitability of contractor personnel needing access to a SSA facility, site, system, or information. If applicable, the clause also describes the process to obtain a PIV credential.

(c) PIV Credentials.

(1) A PIV credential is required for Contractor personnel requiring access to a SSA information system or routine, unescorted access to a SSA facility or site for a period of six months or more. (See paragraph (k) for more information.)

(2) A PIV credential is not required for:

(i) Contractor personnel requiring escorted access to a SSA facility or site for less than six months; or

(ii) Contractor personnel requiring infrequent escorted access to a SSA facility or site, even if the access may be longer than six months (e.g., contractor personnel who provide infrequent facilities or equipment maintenance or repair, or who conduct onsite shredding, etc.).

(3) A background investigation is required any time contractor personnel requires any type of access to a facility, site, system, or information, whether or not a credential is required.

(4) The contractor is required to include the substance of this clause in any subcontract requiring the subcontractor to access a SSA facility, site, system, or information. However, the contractor must obtain, review, and submit to SSA all of the completed and required forms (see paragraphs (g) through (i) from the subcontractor. SSA will not accept completed forms from anyone other than the contractor.

(d) Authorities.

(1) Homeland Security Presidential Directive 12
(<http://www.dhs.gov/homeland-security-presidential-directive-12>).

(2) Office of Management and Budget Memorandum
M-05-24(<http://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2005/m05-24.pdf>).

(3) The Crime Control Act of 1990, Public Law 101-647, subtitle E, as amended by Public Law 102-190 (for childcare center security requirements)
(<http://www.icctc.org/IHS-BIA%20CPT%20Handbook/Crime%20Control%20Act%20of%201990.pdf>).

(4) Executive Orders 10450
(<http://www.archives.gov/federal-register/codification/executive-order/10450.html>) and 12968
(<http://www.fas.org/sgp/clinton/eo12968.html>) and Title 5, Code of Federal Regulations (CFR), Parts 731
(http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title05/5cfr731_main_02.tpl), 732
(http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title05/5cfr732_main_02.tpl), and 736 (for positions assigned a “National Security” designation)
(http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title05/5cfr736_main_02.tpl).

(e) Background Investigation and Adjudication Process. The background investigation and adjudication processes are compliant with 5 CFR 731.

(f) Applicant Listing.

(1) Upon award, the CPOC will provide to SSA an applicant listing of all contractor personnel for whom the contractor requested a suitability determination (i.e., background investigation). This listing should include the contractor’s name, the contract number, the CPOC’s name, the CPOC’s contact information, and the full name, Social Security number (SSN), date of birth, and place of birth (must show city and state if born in the United States (U.S.) OR city and country if born outside of the U.S.) for all contractor personnel. All spelling of names and places and numbers must be completely accurate for the applicant to be able to access the eQIP website. The background investigation process does not start until the CPOC submits this applicant listing; therefore, the CPOC should submit the listing as soon as possible after award.

(2) Submit the applicant listing via U.S. Mail to the address located in paragraph (i) OR via fax to 410-966-0640.

(g) Required Forms.

(1) eQIP. SSA will initiate the eQip process using the applicant listing provided by the CPOC. SSA will email notification to the CPOC when contractor personnel have been invited into the eQIP website to electronically complete the background investigation form. The CPOC will provide the website to contractor personnel to complete the eQIP form. Contractor

personnel will have up to fourteen (14) calendar days to complete the eQIP form. The 14-day timeframe begins once SSA notifies the CPOC of the eQIP invitation(s). Contractor personnel must print the signature pages of the form (pages 5 and 6 for Standard Form (SF) 85; pages 7 through 9 for SF 85P), sign the signature pages, and provide the signed originals to the CPOC.

(2) Paper Forms.

(i) Two (2) Field Division (FD)-258 charts, Applicant Fingerprint Chart (The CO will provide the FD-258 charts at the time of award.). NOTE: The contractor will be responsible for obtaining and providing acceptable fingerprints for use by SSA. Regardless of the method used to fingerprint contractor personnel, (electronic capture or ink) the only acceptable fingerprint chart is the FD-258.

(ii) Optional Form 306, Declaration for Federal Employment (http://www.opm.gov/forms/pdf_fill/of0306.pdf).

(iii) Fair Credit Reporting Act Authorization Form, Federal Investigations Notice: 98-02 (<http://www.opm.gov/investigate/archive/1998/fin9802.asp>).

(iv) Original signed and dated eQIP Signature Pages (See paragraph (g)(1) above).

(v) Contractor personnel who are not U.S. Citizens must provide SSA with legible photocopies of their work authorization permit and Social Security card.

(h) Forms Completion.

(1) The CPOC must ensure all paper forms are fully completed and signed prior to submission to SSA. The fingerprint charts and all paper forms must be legible or typed in black ink and all signatures must be in black ink. There must be no “breaks” in residences or employment. SSA requires complete addresses, including zip codes and phone numbers. SSA must receive forms within 30 days of signature and date.

(2) SSA will return incomplete forms to the CPOC. To ensure the forms are completed correctly, obtain a sample of a properly completed form at http://www.ssa.gov/oag/acq/Sample_Security_Requirement_Docs%20.pdf. Access information related to the eQIP process at the e-QIP Quick Reference Guide for the Applicant at <http://www.opm.gov/investigations/e-qip-application/#url=Quick-Reference-Guide>.

(i) Forms Submission.

(1) The CPOC shall submit one cover sheet to SSA containing the names of all contractor personnel whom the contractor has submitted completed paperwork. This cover sheet must include the contract number, full name, SSN, date of birth, and place of birth for all contractor personnel. Submit this cover sheet along with the completed paper forms and two FD-258 fingerprint charts for all contractor personnel to:

SSA
CPSPM Suitability Team

6401 Security Boulevard
Room 1260 Dunleavy Building
Baltimore, MD 21235

(2) For tracking purposes, SSA recommends submitting these documents to the agency via certified mail.

(3) Simultaneously, the CPOC must submit a copy of the cover sheet ONLY to the COTR.

(4) The CPOC must submit the paper forms at least 15 days prior to the date work is to begin. For new contractor personnel (i.e., those who have not previously received a suitability determination under this contract) who need access to a SSA facility, site, information, or system, the contractor must submit these forms at least 15 days prior to beginning work under the contract.

(j) Suitability Determination.

(1) A Federal Bureau of Investigation fingerprint check is used as part of the basis for making a suitability determination. This determination is final unless information obtained during the remainder of the full background investigation, conducted by the Office of Personnel Management, is such that SSA would find the contractor personnel unsuitable to continue performing under this contract. CPSPM will notify the CPOC, COTR, and CO of the results of these determinations.

(2) No contractor personnel will be allowed access to a SSA facility, site, information, or system until CPSPM issues a favorable suitability determination. A suitability determination letter issued by CPSPM is valid only for performance on the contract specified in the letter. The CPOC is required to follow the instructions in paragraphs (f) through (i) above if contractor personnel move to another contract within the same company, even if the contractor personnel will perform work at the same risk designation level. CPSPM then issues a new suitability determination letter for the contractor personnel who moves to the other contract.

(3) A contractor is not entitled to an equitable adjustment of the contract because of an unfavorable suitability determination(s). Additionally, if SSA determines that the number or percentage of unfavorable determinations make successful contract performance unlikely, SSA may terminate the contract for cause or default.

(4) The contractor must notify the contractor personnel of any unsuitable determinations as soon as possible after receipt of such a determination (see paragraph (p) below for an explanation of the appeals process).

(k) Obtaining a Credential.

(1) This section applies only if contractor personnel will have access to a facility, site, system, or information as described in the first bullet of paragraph (c)(1).

(2) Once the contractor personnel receive notification of an acceptable suitability

determination, but prior to beginning work under the contract, the contractor personnel must appear at the respective Regional Security Office or SSA Headquarters Parking and Credentialing Office to begin the credentialing process. The contractor personnel must present the suitability determination letter and two forms of identification at this meeting. At least one of the forms of identification must be a Government-issued photo identification (ID) (please see Employment Eligibility Verification I-9 form at <http://www.uscis.gov/files/form/i-9.pdf> for acceptable forms of ID). For SSA Headquarters access, a completed Form SSA-4395, Application for Access to SSA Facilities, signed by the contractor personnel and the COTR is also required. The COTR will provide the SSA-4395 Form to the contractor personnel when applicable.

(3) The contractor must contact the COTR to arrange for credentialing. Credentialing will occur at the appropriate SSA Parking and Credentialing Office or Regional Security Office. Once the COTR makes the appointment, the COTR must contact the contractor to inform the contractor of the credentialing appointment(s). The COTR must also arrange for the contractor personnel to be escorted (by either the COTR or a COTR's representative) to the appropriate credentialing office at the time of this appointment.

(4) Credentialing appointments last approximately 15 minutes. Depending on a contractor's scheduling needs and availabilities, contractor personnel may be scheduled for credentialing all in one day (this process may take a few hours to complete, depending on the number of contractor personnel that need to be credentialed) or they may come in at separate times convenient to the contractor personnel's and the COTR's schedules.

(5) (i) SSA Headquarters' Parking and Credentialing Office representatives can be reached at Parking.and.Credentialing@ssa.gov or 410-965-5910.

(ii) Research Triangle Park Parking and Credentialing Office representatives can be reached at 877-586-6650, extension 25211.

(iii) Regional Security Office contact information is in the Appendix at the end of this clause.

(l) Contractor Personnel Previously Cleared by SSA or Another Federal Agency. If contractor personnel previously received a suitability determination from SSA or another Federal agency, the CPOC should include this information next to the contractor personnel's name on the initial applicant listing (see paragraph (f)). CPSPM will review the information. If CPSPM determines another suitability determination is not required, it will provide a letter to the CPOC, COTR, and CO indicating the contractor personnel was previously cleared under another Federal contract and does not need to go through the suitability determination process again.

(m) Contractor Notification to Government. The contractor shall notify the COTR and CPSPM within one business day if any contractor personnel is arrested or charged with a crime during the term of this contract, or if there is any other change in the status of contractor personnel (e.g., leaves the company; no longer works under the contract; the alien status changes) that could affect their suitability determination. The contractor must provide in the

notification as much detail as possible, including, but not limited to: name(s) of contractor personnel whose status has changed, contract number, the type of charge(s), if applicable, the court date, and, if available, the disposition of the charge(s).

(n) Contractor Return of PIV Credential. The contractor must account for and ensure that all forms of Government-provided identification (PIV credential) issued to contractor personnel under this contract are returned to SSA's Headquarters' Parking and Credentialing Office or Regional Security Offices, as appropriate, as soon as any of the following occur: when no longer needed for contract performance; upon completion of any contractor personnel employment; or upon contract completion or termination.

(o) Government Control. The Government has full control over and may grant, deny, or withhold access to a facility, site, system, or information and may remove contractors, or require the contractor to remove contractor personnel from performing under the contract for reasons related to conduct even after the contractor personnel has been found suitable to work on the contract (see paragraph (q) below).

(p) Clarification Process for Unsuitable Determinations.

(1) Requests for clarification for unsuitable determinations must be submitted in writing within 30 days of the date of the unsuitable determination. Contractor personnel must file their own requests; contractors may not file requests on behalf of contractor personnel.

(2) The request for clarification can be sent to SSA at dchr.ope.hspd12appeals@ssa.gov or:

Social Security Administration
Attn: CPSPM Suitability Program Officer
6401 Security Boulevard
Room 1260 Dunleavy Building
Baltimore, MD 21235

(q) Removal From Duty. SSA may remove a contractor, or request the contractor immediately remove any contractor personnel from working under the contract based on conduct that occurs after a favorable suitability determination. This includes temporarily removing contractor personnel arrested for a violation of law pending the outcome of any judicial proceedings. The contractor must comply with these requests to remove any contractor personnel. The Government's determination may be made based on, but not limited to, these incidents involving the misconduct or delinquency:

(1) Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-20.3. This includes any local credentialing requirements.

(2) Neglect of duty, including sleeping while on duty; unreasonable delays or failure to carry out assigned tasks; conducting personal affairs while on duty; and refusing to cooperate in upholding the integrity of SSA's security program.

(3) Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents, records, or government property or concealment of material facts by willful omissions from official documents or records.

(4) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting. Also, participating in disruptive activities that interfere with the normal and efficient operations of the Government.

(5) Theft, vandalism, or any other criminal actions.

(6) Selling, consuming, possessing, or being under the influence of intoxicants, drugs, or substances that produce similar effects.

(7) Improper use of official authority or credentials.

(8) Unauthorized use of communications equipment or Government property.

(9) Misuse of weapon(s) or tools used in the performance of the contract.

(10) Unauthorized access to areas not required for the performance of the contract.

(11) Unauthorized access to employees' personal property.

(12) Violation of security procedures or regulations.

(13) Prior contractor personnel unsuitability determination by SSA or another Federal agency.

(14) Unauthorized access to, or disclosure of, agency programmatic or sensitive information, or Internal Revenue Service Tax Return information.

(15) Failure to ensure the confidentiality of or failure to protect from disclosure, agency information entrusted to them. Certain provisions of these statutes and regulations apply to Federal employees, and apply equally to contractor personnel:

The Privacy Act of 1974

The Tax Reform Act of 1976 and the Taxpayer Browsing Protection Act of 1997

SSA regulation 1

The Computer Fraud and Abuse Act of 1986

Section 1106 of the Social Security Act

(16) Being under investigation by an appropriate authority for violating any of the above.

Appendix:

Regional Security Offices

Regional Credentialing Contacts for Contractor Personnel

Region 1 – Boston

Management and Operations Support, Steve DeLosh – 617-565-2830

Region 2 – New York

Center for Materiel Resources, Field Services Team, General Office – 212-264-2603

Region 3 – Philadelphia

Center for Materiel Resources, Building Management Team, General Office –
215-597-8201

Region 4 – Atlanta

Center for Security and Integrity, Charlene C. Jones – 404-562-1432

Region 5 – Chicago

Management and Operations Support, Building Services Unit

Sharon Young – 312 575-4150

Evelyn Principe – 312 575-6342

Sofia Luna – 312 575-5762

Carlton Brown – 312 575-5957

Region 6 – Dallas

Center for Materiel Resources, Employee Relations, Veronica Drake – 214-767-2221

Region 7 – Kansas City

Center for Security Integrity, General Office Line – 816-936-5555

Region 8 – Denver

Center for Security and Integrity, Phil Mocon – 303-844-4016

Region 9 - San Francisco

Center for Security and Integrity, Cassandra Howard - 510-970-4124

Region 10 - Seattle

Center for Security and Integrity

Lisa Steepleton - 206-615-2186

Greg Cheadle – 206-615-2031

C3-4 2352.204-2 Federal Information Security Management Act (FISMA) and Agency Privacy Management (DEC 2014)

(a) Definitions

Terms defined for this clause:

“Agency” means the Social Security Administration (SSA).

“OAG” means the Office of Acquisition and Grants at SSA.

“PIV Credential” means personal identity verification credentials required for contractor personnel requiring access to an SSA information system or routine, unescorted access to a SSA facility or site for a period of six months or more.

(b) Agency Responsibility Related to FISMA Training Requirements

(1) The FISMA of 2002 (Title III, Pub. L. No. 107-347) (<http://csrc.nist.gov/drivers/documents/FISMA-final.pdf>) and the Office of Management and Budget policy (through Circular A-130, Appendix III, http://www.whitehouse.gov/omb/circulars_a130_a130appendix_iii) require all agency employees, and contractor and subcontractor personnel working under agency contracts who will have access to any kind of SSA information, receive periodic training in computer security awareness and accepted computer security practice. This includes training for contractor personnel who do not have access to electronic information systems. The training level is tailored to the risk and magnitude of harm related to the required activities.

(2) SSA’s Security Awareness Contractor Personnel Security Certification (CPSC) form, SSA-222, adequately covers the required information technology security and privacy awareness training for this contract. The SSA-222 is on OAG’s internet site (see paragraph (c)(3)(i) below). This training does not preclude any additional role-based training specified elsewhere in this contract.

(c) Contractor Responsibilities Related to FISMA Training Requirements

(1) Contractor Personnel Requiring an SSA-issued PIV Credential and Access to SSA’s Network

(i) Following contract award, the agency mandates contractor personnel requiring a PIV credential to take security awareness training by reading and electronically signing the CPSC form, SSA-222, during the PIV credentialing process. This requirement also applies to contractor personnel requiring a PIV credential subsequently added to the contract. If contractor personnel receive a PIV credential, contractors are not required to send an email per paragraph (c)(3)(iii).

(ii) For each successive year the contract is in operation, contractor personnel shall take

annual security awareness training via a video on demand on SSA's intranet website. Contractor personnel with a valid SSA email address will receive an email to take this training at the appropriate time.

(2) Contractor Personnel Requiring an SSA-issued PIV Credential but Not Access to SSA's Network:

(i) Following contract award, the agency mandates contractor personnel requiring a PIV credential to take security awareness training by reading and electronically signing the CPSC form, SSA-222, during the PIV credentialing process. This requirement also applies to contractor personnel subsequently added to the contract and requiring a PIV credential. For contractor personnel receiving a PIV credential, contractors are not required to send an email per paragraph (c)(3)(iii) for the first year of the contract.

(ii) If applicable, for each successive year of the contract, the contractor shall repeat the processes described in paragraphs (c)(3)(i)-(iii), below, on an annual basis. The contractor must submit the information in paragraph (c)(3)(iii), below, within 45 days of: the date the option was renewed, or the anniversary of the contract award date, whichever comes first.

(3) Contractor Personnel Not Requiring an SSA-issued PIV Credential and Not Access to SSA's Network:

(i) Following contract award, the contractor shall ensure that all contractor personnel performing under this contract take the security awareness training by reading and signing the CPSC form, SSA-222. This requirement also applies to contractor personnel subsequently added to the contract. A copy of this form is on OAG's Internet website (<http://www.socialsecurity.gov/oag/acq/SSA-222.pdf>).

(ii) The contractor must receive signed copies of the form from each contractor personnel working under the contract within 30 days following contract award, or within 30 days after a contractor personnel begins working under the contract, whichever comes first.

(iii) The contractor shall send an email to security.awareness.training@ssa.gov, with a copy to the contracting officer and the contracting officer's technical representative, within 45 days following contract award. Similarly, the contractor shall send such email notification 45 days of when new contractor personnel are added to perform work under the contract. The contractor will attach each signed form, completed per paragraph (c)(3)(ii), above, to the email along with a list of the names (first, middle initial, and last) of the contractor personnel who signed the form and the contract number they are working under.

(iv) For each successive year the contract is in operation, the contractor shall repeat the processes described in paragraphs (c)(3)(i)-(iii), above, on an annual basis. The contractor must submit the information in paragraph (c)(3)(iii), above, within 45 days of: the date the option was renewed, or the anniversary of the contract award date, whichever comes first.

(4) The contractor shall retain copies of signed SSA-222 forms mentioned in paragraphs (c)(2) and (3) above for potential future SSA audits for a period of three years after final

payment (per Federal Acquisition Regulation Section 4.703).

(d) Applicability of this Clause to Subcontractor Personnel. The contractor is required to include a clause substantially the same as this in all subcontracts awarded under the prime contract. This clause shall require the subcontractors to follow the instructions in paragraph (c) of this clause. For subcontractor personnel following paragraphs (c)(2) and (3), the subcontractor shall submit the signed forms to the contractor and the contractor will be responsible for submitting this information to SSA per paragraph (c)(3)(iii). The subcontractor shall be responsible for maintaining its signed forms as detailed in paragraph (c)(4).

(End of clause)

C3-5 2352.209-1 Key Personnel (SEP 2013)

(a) Key personnel designated under this contract are those personnel assigned to Key positions or labor categories and are essential to the work performed herein. The Contracting Officer (CO) will modify the contract during the course of the contract to either add or delete Key personnel, as appropriate.

(b) Key Personnel of this contract are individuals assigned to the following positions or labor categories:

Key Personnel	Position or Labor Category	Quantity
TBD	Program/Project Manager/Director Level 3	1
TBD	Program/Project Manager/Director Level 2	2
TBD	Business Operations Specialist Level 3	1

(c) SSA has determined that continuity through the retention of highly qualified contractor personnel is a major factor for success in achieving high quality products and efficient performance of the contract. If it becomes necessary for the Contractor to replace Key personnel after contract award, the Contractor shall provide a written evaluation of the impact on the progress and continuity of the relevant work that might result by replacing these personnel. The Contractor shall submit this evaluation along with the names and resumes of replacement personnel to the CO and the Contracting Officer's Technical Representative (COTR) for review and approval not later than two calendar weeks (or 30 (thirty) calendar days if security clearance is needed) prior to their replacement, or as soon as known. All replacements must possess qualifications equal to or higher than the qualifications of the person replaced. The CO and COTR will evaluate such requests and the CO will promptly notify the contractor of approval or disapproval of the replacement key personnel.

(d) The contractor further agrees to include the substance of this clause in any subcontract awarded under this contract

(End of clause)

C3-6 2352.219-3 eSRS Electronic Subcontracting Reporting System (SEP 2013)

You are required to report your subcontracting activity via the Electronic Subcontracting Reporting System (eSRS). eSRS allows contractors to enter both Subcontracting Reports for Individual Contracts and Summary Subcontract Reports into a single government-wide system. You may access eSRS at www.esrs.gov. If you have any questions about eSRS please contact your nearest Small Business Administration Commercial Market Representative at <http://www.sba.gov/content/commercial-market-representatives> or go to the Federal Service Desk at http://www.esrs.gov/help_desk.

(End of clause)

C3-7 2352.219-4 Subcontracting Plan (SEP 2013)

(a) The Small Business Subcontracting Plan, dated (to be filled in at award) is attached hereto and made a part of this contract in Section D Small Business Subcontracting Plan.

(b) The failure of any Contractor or subcontractor to comply in good faith with FAR Clause 52.219-8 entitled "Utilization of Small Business Concerns" incorporated in this contract and the attached Subcontracting Plan will be a material breach of such contract or subcontract and subject to the remedies reserved to the Government under FAR Clause 52.219-16 entitled, "Liquidated Damages - Subcontracting Plan".

(End of clause)

C3-8 2352.224-1 Protection of Confidential Information (DEC 2008)

(a) "Confidential information," as used in this clause, means information or data, or copies or extracts of information or data, that is: (1) provided by the Social Security Administration (SSA) to the contractor for, or otherwise obtained by the contractor in, the performance of this contract; and (2) of a personal nature about an individual, such as name, home address, and social security number, or proprietary information or data submitted by or pertaining to an institution or organization, such as employee pay scales and indirect cost rates.

(b) The Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in this contract specific information or categories of information that the Government will furnish to the Contractor or that the Contractor is expected to generate which are confidential. Similarly, the Contracting Officer and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. The confidential information will be used only for purposes delineated in the contract; any other use of the confidential information will require the Contracting Officer's express written authorization. The Contracting Officer and the Contractor will settle any disagreements regarding the identification pursuant to the "Disputes" clause.

(c) The Contractor shall restrict access to all confidential information to the minimum number of employees and officials who need it to perform the contract. Employees and officials who

need access to confidential information for performance of the contract will be determined in conference between SSA's Contracting Officer, Contracting Officer's Technical Representative, and the responsible Contractor official. Upon request, the Contractor will provide SSA with a list of "authorized personnel," that is, all persons who have or will have access to confidential information covered by this clause.

(d) The Contractor shall process all confidential information under the immediate supervision and control of authorized personnel in a manner that will: protect the confidentiality of the records; prevent the unauthorized use of confidential information; and prevent access to the records by unauthorized persons.

(e) The Contractor shall inform all authorized personnel with access to confidential information of the confidential nature of the information and the administrative, technical and physical safeguards required to protect the information from improper disclosure. All confidential information shall, at all times, be stored in an area that is physically safe from unauthorized access. See paragraph (f) below regarding the minimum standards which the safeguards must meet.

(f) Whenever the Contractor is storing, viewing, transmitting, or otherwise handling confidential information, the Contractor shall comply with the applicable standards for security controls that are established in the Federal Information Security and Management Act (FISMA). (These standards include those set by the National Institute of Standards and Technology (NIST) via the Federal Information Processing Standards (FIPS) publications and NIST Special Publications, particularly FIPS 199, FIPS 200, and NIST Special Publications - 800 series.)

(g) If the Contractor, in the performance of the contract, uses any information subject to the Privacy Act of 1974, 5 U.S.C. 552a, and/or section 1106 of the Social Security Act, 42 U.S.C. 1306, the Contractor must follow the rules and procedures governing proper use and disclosure set forth in the Privacy Act, section 1106 of the Social Security Act, and the Commissioner's regulations at 20 C.F.R. Part 401 with respect to that information.

(h) For knowingly disclosing information in violation of the Privacy Act, the Contractor and Contractor employees may be subject to the criminal penalties as set forth in 5 U.S.C. Section 552(i)(1) to the same extent as employees of SSA. For knowingly disclosing confidential information as described in section 1106 of the Social Security Act (42 U.S.C. 1306), the Contractor and Contractor employees may be subject to the criminal penalties as set forth in that provision.

(i) The Contractor shall assure that each Contractor employee with access to confidential information is made aware of the prescribed rules of conduct, and the criminal penalties for violations of the Privacy Act and/or the Social Security Act.

(j) Whenever the Contractor is uncertain how to handle properly any material under the contract, the Contractor must obtain written instructions from the Contracting Officer addressing this question. If the material in question is subject to the Privacy Act and/or section 1106 of the Social Security Act or is otherwise confidential information subject to the provisions of this

clause, the Contractor must obtain a written determination from the Contracting Officer prior to any release, disclosure, dissemination, or publication. Contracting Officer instructions and determinations will reflect the result of internal coordination with appropriate program and legal officials.

(k) Performance of this contract may involve access to tax return information as defined in 26 U.S.C. Section 6103(b) of the Internal Revenue Code (IRC). All such information shall be confidential and may not be disclosed without the written permission of the SSA Contracting Officer. For willfully disclosing confidential tax return information in violation of the IRC, the Contractor and Contractor employees may be subject to the criminal penalties set forth in 26 U.S.C. Section 7213.

(l) The Government reserves the right to conduct on-site visits to review the Contractor's documentation and in-house procedures for protection of and security arrangements for confidential information and adherence to the terms of this clause.

(m) The Contractor must include this clause in all resulting subcontracts whenever there is any indication that the subcontractor(s), engaged by the contractor, and their employees or successor subcontractor(s) and their employees might have access to SSA's confidential information.

(n) The Contractor must assure that its subcontractor(s) and their employees or any successor subcontractor(s) and their employees with access to SSA confidential information are made aware of the prescribed rules of conduct. For knowingly disclosing SSA's confidential information, any subcontractor(s) and their employees or successor subcontractor(s) and their employees may be subject to criminal penalties as described in section 1106 of the Social Security Act (42 U.S.C. 1306) and the Privacy Act (5 U.S.C. 552a).

(End of clause)

C3-9 2352.224-2 Protecting and Reporting the Loss of Personally Identifiable Information: Responsibilities Concerning Individual Employees (DEC 2008)

(a) Definitions

The following terms are defined for the purposes of this clause:

“Agency” means the Social Security Administration (SSA).

“Employee(s)” means an individual(s) employed, including, for the purposes of this clause, management officials, by either the Contractor or subcontractor that are working under this contract.

“Handling PII” means having access, either currently or in the future, to personally identifiable information (PII), as defined in this clause.

“Lost, compromised, or potentially compromised PII” means that, while the

Contractor/employee is in possession of PII, the PII has become physically missing (e.g., it has been stolen) or has been otherwise breached so that persons other than authorized users, and for other than an authorized purpose, have access or potential access to the PII, regardless of the form (e.g., electronic or physical) in which it was stored. Indications of lost, compromised, or potentially compromised PII include missing equipment (e.g., laptops and removable storage devices such as USB flash or “thumb” drives, CDs, DVDs, etc.) and/or paper documents potentially containing PII, as well as actions where PII was emailed in violation of the terms contained in Section (b)(4), Emailing PII, below.

“Personally Identifiable Information” (PII): SSA follows the definition of PII provided by the Office of Management and Budget in OMB Memorandum OMB M-07-16: “The term ‘personally identifiable information’ refers to any information which can be used to distinguish or trace an individual's identity, such as their name, Social Security number, biometric records, etc. alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.” Other examples of PII may include, but are not limited to: Social Security benefit data, official State or government issued driver's license or identification number, alien registration number, government passport number, employer or taxpayer identification number, home address, and medical information. Within this clause, “PII” shall specifically mean PII as defined above which: (1) SSA has a primary responsibility for and/or interest in protecting; and (2) is made available or becomes accessible to the Contractor and/or any subcontractor, including their respective employees, as a result of performing under this contract (e.g., under the contract, SSA directly furnishes PII to the Contractor/subcontractor, or the Contractor/subcontractor, in order to perform its duties under the contract, collects PII from outside sources, such as in a public survey).

“Secure Area” or “Secure Duty Station” means, for the purpose of this clause, either of the following, unless SSA expressly states otherwise on a case-by-case basis: (1) an employee’s official place of work that is in the Contractor’s or subcontractor’s established business office in a commercial setting, OR (2) a location within SSA or other Federal- or State-controlled premises. A person’s private home, even if it is used regularly as a “home office” (including that of a Contractor or subcontractor management official), shall not be considered a secure area or duty station.

(b) Employee Responsibility in Safeguarding PII.

(1) The Contractor shall establish, maintain, and follow its own policy and procedures to protect PII, including those for reporting lost or compromised, or potentially lost or compromised, PII (see Section (d)(1), below). The Contractor shall inform its employees handling PII of their individual responsibility to safeguard it. In addition, the Contractor shall, within reason, take appropriate and necessary action to: (1) educate employees on the proper procedures designed to protect PII, as described below and as otherwise approved by the Agency; and (2) enforce their compliance with the policy and procedures prescribed as follows:

(2) General. Employees shall properly safeguard PII from loss, theft, or inadvertent disclosure. Employees are responsible for safeguarding this information at all times, regardless

of whether or not the employee is at his or her regular duty station. Examples of proper safeguarding include, but are not limited to: maintaining the confidentiality of each employee's individual password (by not sharing the password with any other individual or entity and not writing it down); verifying the identity of individuals before disclosing information to them; preventing others in the area from viewing PII on one's computer screen; consistently locking or logging off one's workstation when one is away; and ensuring that PII is appropriately returned or, upon receiving SSA's approval, destroyed when no longer needed.

(3) Transporting PII Outside a Secure Area/Secure Duty Station. Note: The term "transporting" used here does not include shipping by a common or contract carrier, as defined in FAR 47.001, or by the U.S. Post Office.

(i) Employees shall make every reasonable effort to safeguard equipment, files, or documents containing PII when transporting information from a secure area/secure duty station. Employees must ensure that the laptops and other electronic devices/media being used to transport PII are encrypted and password protected. The Contractor shall make every reasonable effort to ensure that the encryption and password protection are in accordance with any SSA-prescribed standards or policies which shall be communicated separately from this clause. Note: The Contracting Officer's Technical Representative will make this policy available upon request. Employees must use reasonable protection measures when transporting PII, e.g., storing files in a locked briefcase, not leaving files and/or equipment in plain view.

(ii) Employees transporting PII, including transporting PII duplications, such as electronic copies and photocopies, from their secure duty station or an otherwise secured area to an unsecured area shall obtain prior approval in accordance with the Contractor's established policy. The Contractor shall provide employees with contact information and instructions based on the Contractor's security/PII loss incident policy and procedures. (NOTE: Agency-prescribed contact information and instructions for reporting lost or possibly lost PII are discussed in Section (c) below.)

(iii) Tracking files.

(A) Unless the PII is being transported for disposal pursuant to the contract, (see (b) (4) below), the Contractor shall, within reason, take appropriate and necessary action to ensure that the file(s) or document(s) being physically transported or transmitted electronically outside the secure area/secure duty station are tracked through a log. They must be logged out prior to transport as well as logged back in upon return. The Contractor can establish any mechanism for tracking as long as the process, at a minimum, provides for the following information to be logged:

- (1) first and last name of the employee taking/returning the material;
- (2) the name of the file or document containing PII that he/she intends to transport from the office;
- (3) all the forms or media in which the PII was transported (e.g., electronic, such as laptop, thumb drive, CD—be as specific as possible; paper, such as paper file folders or printouts);
- (4) the reason he/she intends to transport the file or document containing PII;

- (5) the date he/she transported the file or document containing PII from the secure duty station; and
- (6) the date he/she returned the file or document containing PII to the secure duty station.

(B) Materials must be returned or documented as destroyed within 90 days of removal from the office or have Contractor supervisory approval for being held longer.

(C) The log must be maintained in a secure manner. Upon request by the Agency, the Contractor shall provide the information from the log in a format (e.g., electronic or paper) that can be readily accessed by the Agency.

(4) Employee Disposal of PII. The marked statement below applies to this contract:

[N/A] (i) This contract entails employee disposal of PII. Employees shall follow the procedures described in [N/A.]

[X] (ii) This contract does not entail employee disposal of PII. The Contractor shall, within reason, take appropriate and necessary action to ensure that the procedures detailed in (b)(3)(iii) above pertaining to the logging of PII that is transported outside a secure area/from their secure duty station are followed.

(5) Emailing PII. The Contractor's corporate or organizational email system is deemed not to be secure. Therefore, the Contractor shall put policies and procedures in place to ensure that its employees email PII using only the following procedures in (i)-(ii), below:

(i) Sending from an SSA email address. If employees have been given access to the SSA email system, they may use it to send email messages containing PII in the body or in an unencrypted attachment but only to other SSA email addresses (which contain the "name@ssa.gov" format) or to email addresses belonging to an SSA-certified email system. Email directed to any other address(es) may contain PII only if the PII is entirely contained in an encrypted attachment.

(ii) Sending from a non-SSA email system. If employees are using the Contractor's own or any other non-SSA email system (e.g., Yahoo!, Gmail), they may send email messages transmitting PII only if the PII is entirely contained in an encrypted attachment; none of the PII may be in the body of the email itself or in an unencrypted attachment. When emailing from such systems, this procedure applies when emailing PII to any email address, including but not limited to, an SSA email system address. Unless specifically noted otherwise, the Contractor and its employees are expected to conduct business operations under this contract using the Contractor's own email system, i.e., in accordance with the foregoing rules for transmitting PII.

(c) Agency-Prescribed Procedures for Reporting Lost, Compromised, or Potentially Compromised PII.

(1) "Lost, compromised, or potentially compromised PII" is defined in Section (a), above. The reporting requirement established in this section is for reporting all incidents involving PII,

with no distinction between suspected and confirmed breaches.

(2) SSA has its own reporting requirements for PII that is lost, compromised, or potentially compromised. The purpose of this section is to ensure that these requirements are met and that incident information is shared appropriately.

(i) Contractor Responsibility. In addition to establishing and implementing its own internal procedures referenced in Section (b), above, the Contractor is responsible for taking reasonable actions to implement Agency-prescribed procedures described in (c)(2)(iii) below for reporting lost, compromised, or potentially compromised PII. These include educating employees handling PII about these procedures and otherwise taking appropriate and necessary steps to enforce their compliance in carrying them out.

(ii) Potential Need for Immediate, Direct Reporting by the Employee. SSA recognizes that Contractor employees will likely make the initial discovery of a PII security breach. When an employee becomes aware or suspects that PII has been lost or compromised, he/she is required to follow the Contractor's established security/PII loss incident reporting process (see Section (d)(1), below). The Contractor's reporting process, along with SSA's (see Section (c)(2)(iii) below), shall require the Contractor, and not necessarily the employee, in such circumstances to notify SSA of the incident. However, the Contractor shall inform each employee handling or potentially handling PII that he/she must be prepared to directly notify outside authorities immediately as described in (c)(4) below, if, shortly following the incident or discovery of the incident, he/she finds it evident that neither an appropriate Contractor nor SSA manager/contact can be reached. The Contractor should emphasize to the employee that timeliness in reporting the incident is critical.

(iii) Procedures.

(A) When an employee becomes aware or suspects that PII has been lost, compromised, or potentially compromised (see (a) Definitions, above), the Contractor, in accordance with its incident reporting process, shall provide immediate notification of the incident to the primary SSA contact. If the primary SSA contact is not readily available, the Contractor shall immediately notify one of two SSA alternates, if names of alternates have been provided. (**See Attachment A for the identity of the designated primary and alternate SSA contacts.***) The Contractor shall act to ensure that each employee, prior to commencing work on the contract, has been given information as to who the primary and alternate SSA contacts are and how to contact them. In addition, the Contractor shall act to ensure that each employee promptly receives any updates on such information as they are made available. Whenever the employee removes PII from a secure area/secure duty station, he/she must comply with the Contractor's security policies, including having on hand the current contact information for the primary SSA contact and the two alternates.

(B) The Contractor shall provide the primary SSA contact or the alternate, as applicable, updates on the status of the reported PII loss or compromise as they become available but shall not delay the initial report.

(C) The Contractor shall provide complete and accurate information about the details of the possible PII loss to assist the SSA contact/alternate, including the following information:

- (1) Contact information;
- (2) A description of the loss, compromise, or potential compromise (i.e., nature of loss/compromise/potential compromise, scope, number of files or records, type of equipment or media, etc.) including the approximate time and location of the loss;
- (3) A description of safeguards used, where applicable (e.g., locked briefcase, redacted personal information, password protection, encryption, etc.);
- (4) An identification of SSA components (organizational divisions or subdivisions) contacted, involved, or affected;
- (5) Whether the Contractor or its employee has contacted or been contacted by any external organizations (i.e., other agencies, law enforcement, press, etc.);
- (6) Whether the Contractor or its employee has filed any other reports (i.e., Federal Protective Service, local police, and SSA reports); and
- (7) Any other pertinent information

(D) The Contractor shall use the worksheet (or a copy thereof) following this clause to quickly gather and organize information about the incident.

(E) There may be rare instances outside of business hours when the Contractor is unable to reach either the primary SSA contact or any of the alternates immediately. In such a situation, the Contractor shall immediately call SSA's National Network Service Center (NNSC) at 410-965-7777 or toll free at 1-877-697-4889 to file the initial report directly, providing the information in (c)(2)(iii)(C) above and completing the attached worksheet to the best of its ability. Overall, during this time, the Contractor shall cooperate as necessary with the NNSC or any of the other external organizations described in (c)(2)(iii) above.

(F) The Contractor shall document the call with the CAPRS (Change, Asset, and Problem Reporting System) number, which the NNSC will assign. The Contractor shall provide the CAPRS number to the primary SSA manager, or, if unavailable, one of the alternates to this manager as described above.

(G) If an employee initially detects the loss, compromise, or potential compromise of PII and finds it evident that neither an appropriate Contractor nor SSA manager/contact can be promptly reached, the employee shall undertake the foregoing actions prescribed to the Contractor in this part (i.e., immediately call the NNSC, document the CAPRS number assigned to the call, etc.). (Reference Section (c)(2)(i) above.)

(H) The Contractor and its employee(s) shall limit disclosure of the information and details about an incident to only those with a need to know. The security/PII loss incident reporting process will ensure that SSA's reporting requirements are met and that security/PII loss incident information is only shared as appropriate.

(d) Additional Contractor Responsibilities When There Is a Loss of PII.

- (1) The Contractor shall have a formal security/PII incident reporting process in place that

outlines appropriate roles and responsibilities, as well as the steps that must be taken, in the event of a security/PII loss incident. The plan shall designate who within the Contractor's organization has responsibility for reporting the loss, compromise, or potential compromise of PII to SSA.

(2) In the event of a security/PII loss incident, the Contractor shall take immediate steps to address consequential security issues that have been identified, including steps to minimize further security risks to those individuals whose personal information was lost, compromised, or potentially compromised.

(3) The Contractor shall confer with SSA personnel in reviewing the actions the Contractor has taken and plans to take in dealing with the incident.

(4) The Contractor shall bear the responsibility and any cost for any data breach and/or remediation actions that might arise from the security/PII loss incident. If SSA determines that the risk of harm requires notification of affected individual persons of the security breach and/or other remedies, the Contractor shall carry out these remedies without cost to SSA.

(e) Applicability of this Clause to Subcontractors/Subcontractor Employees

(1) The Contractor shall include this clause in all resulting subcontracts whenever there is any indication that the subcontractor and their employees, or successor subcontractor(s) and their employees, will or might have access to PII.

(2) The Contractor shall, within reason, take appropriate and necessary action to assure SSA that its subcontractor(s) and their employees, or any successor subcontractor(s) and their employees, with access to PII know the rules of conduct in protecting and reporting the loss or suspected loss of PII as prescribed in this clause, such as those regarding the emailing of PII as stated in Section (b)(5) above.

(3) Notification of Subcontractor Handling of PII. If the Contractor engages a subcontractor under this contract whose employee(s) will actually or potentially be given or have access to PII, the Contractor shall do the following:

(i) Notify in advance both the SSA COTR and the Contracting Officer of this arrangement, providing the subcontractor name(s) and address(es) and, upon request, a description of the nature of the PII to which the employee(s) will actually or potentially be given/have access (e.g., phone numbers, Social Security numbers); and

(ii) Provide the SSA COTR the names of the subcontractor employee(s) who will actually or potentially be assigned and/or have access to the PII. The Contractor may satisfy this requirement when submitting the name(s) of the subcontractor employee(s) to the SSA COTR for the requisite security background check described in Section (f), below.

(f) Contractor/Subcontractor Background Checks – Security & Suitability Requirements Clause.

For each Contractor and subcontractor employee handling PII, the Contractor shall fulfill the requirements of the Security & Suitability Requirements Clause, found elsewhere in this contract, to ensure that any such individual has the appropriate background checks.

Attachment A

Worksheet for Reporting the Loss, Compromise, or Potential Compromise of Personally Identifiable Information

Contractor and Subcontractor Employees: See last page of this attachment for instructions on completing this worksheet.

1. My primary SSA contact for reporting the loss, compromise, or potential compromise of PII is: [TO BE COMPLETED AT TIME OF AWARD - *Contracting Officer: Fill in the name and contact information (phone number(s), address, etc.) of the primary SSA contact. This should be the COTR*]

The alternates to this primary contact are as follows:

First Alternate: [TO BE COMPLETED AT TIME OF AWARD - *Contracting Officer: Fill in the name and contact information (phone number(s), address, etc.) of the First Alternate SSA contact. This should be the Alternate COTR.*]

Second Alternate: [TO BE COMPLETED AT TIME OF AWARD - *Contracting Officer: Fill in the name and contact information (phone number(s), address, etc.) of the Second Alternate SSA contact.*]

2. Information about the individual making the report to SSA's Network Customer Service Center (NCSC):

Name:

Position:

Deputy Commissioner Level Organization: [*Contracting Officer: fill in*]

Phone numbers:

Work:

Cell:

Home/Other:

Email Address:

Check on of the following:

Management Official [☐] Security Officer [☐] Non-Management [☐]

Additional Information (to be provided when a contractor or subcontractor employee is reporting directly to the NCSC):

*Contractor/Subcontractor (circle as appropriate):

**SSA Contract Number (if known):

3. Information about the data that was lost/stolen:

Describe what was lost or stolen (e.g., case file, MBR (Master Beneficiary Record) data):

Which element(s) of PII did the data contain?

Name ☐
SSN ☐
Date of Birth ☐
Place of Birth ☐
Address ☐
Mother's Maiden Name ☐
Bank Account Info ☐
Medical/Health Information ☐
Benefit Payment Info ☐
Other ☐

Estimated volume of records involved:

4. How was the data physically stored, packaged and/or contained?

Paper or Electronic? (circle one):

If Electronic, what type of device?

Laptop ☐ Tablet ☐ Backup Tape ☐ Blackberry ☐
Workstation ☐ Server ☐ CD/DVD ☐ Blackberry Phone #
Hard Drive ☐ Floppy Disk ☐ USB Drive ☐
Other(describe):

Additional Questions if Electronic: Yes No Not sure

- a. Was the device encrypted?
- b. Was the device password protected?
- c. If a laptop or tablet, was a VPN SmartCard lost?

Cardholder's Name:
Cardholder's SSA logon PIN:
Hardware Make/Model:
Hardware Serial Number:

Additional Questions if Paper: Yes No Not Sure

- a. Was the information in a locked briefcase?
- b. Was the information in a locked cabinet or drawer?
- c. Was the information in a locked vehicle trunk?
- d. Was the information redacted?

e. Other circumstances:

5. If the employee/Contractor/subcontractor who was in possession of the data or to whom the data was assigned is not the person making the report to the NCSC (as listed in #1), information about this employee/Contractor/subcontractor:

Name:

Position:

Deputy Commissioner Level Organization: [Contracting Officer: fill in]

Phone Numbers:

Work: Cell: Home/Other:

E-mail Address:

Additional Information (to be provided when person who was in possession of the data or assigned to the data is a Contractor/subcontractor employee):

*Contractor/Subcontractor (circle as appropriate):

**SSA Contract Number (if known):

6. Circumstances of the loss:

a. When was it lost/stolen?

b. Brief description of how the loss/theft occurred:

c. When was it reported to SSA management official (date and time)?

7. Have any other SSA components been contacted? If so, who? (Include deputy commissioner level, agency level, regional/associate level component names)

8. Which reports have been filed? (include FPS, local police, and SSA reports)

Report Filed	Yes	No	Report Number
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Federal Protective Service			
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Local Police			
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Yes	No		
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SSA-3114 (Incident Alert) -- Not Applicable for Contractors or Subcontractors

SSA-342 (Report of Survey) -- Not Applicable for Contractors or Subcontractors

Other (describe)

INSTRUCTIONS (to the Contractor/Subcontractor Employee): Worksheet for Reporting Loss or Potential Loss of Personally Identifiable Information

1. If you are reporting the incident to the primary SSA contact, only complete Items 3. through 6. Special notes regarding Item 5:

- For “Position,” write “Contractor Employee” or “Subcontractor Employee,” as applicable, followed by a hyphen and your job title under the contract.

- With respect to Deputy Commissioner Level Organization, this should be the SSA Contracting Officer’s Technical Representative (COTR)’s Deputy Commissioner Office and should already be provided on the form. If it is not (and you do not know this), have your primary or alternate contact, as applicable, complete the information.

- Be sure to provide the additional information regarding your company/organization’s name and, if known, the Agency-assigned contract number.

2. If you are reporting the incident directly to the NCSC, complete all items to the extent possible (note: Item 4 will be “not applicable”). Special notes regarding Item 2:

- For “Position,” write “Contractor Employee” or “Subcontractor Employee,” as applicable, followed by a hyphen and your job title under the contract.

- With respect to Deputy Commissioner Level Organization, this should be the SSA COTR’s Deputy Commissioner Office and should already be provided on the form. If it is not and you do not know this information, try to identify the name of the main program office which the contract is servicing (e.g., Office of Telecommunications and Systems Operations).

- Be sure to provide the additional information regarding your company/organization’s name and, if known, the Agency-assigned contract number.

(End of clause)

C3-10 2352.227-1 Dissemination of Information (SEP 2013)

Data and information either provided to the contractor, or to any subcontractor or generated by activities under the proposed contract is privileged. The contractor, and any subcontractors, shall be restricted from duplicating, using or disclosing such data or information, in whole or in part, outside the Social Security Administration for any purpose other than the fulfillment of the requirements set forth in this contract. This restriction does not limit the contractor's right to use such data or information if obtained from a non-restricted source. Refer any questions about "privileged information" to the Government Contracting Officer's Technical Representative, through the Contracting Officer.

(End of clause)

C3-11 2352.227-2 Government License to Reproduce End Products (SEP 2013)

All material developed under this contract becomes the property of the Government. At its

discretion the Government will have an unrestricted license to make and distribute copies for all work developed and completed under this contract.

(End of clause)

C3-12 2352.232-1 Invoice Submission and Payment Related Information (APR 2013)

(a) The invoice shall include all elements of a proper invoice as defined in the invoice or payment clause used in this award and any other information required below or in any other contract clause. To assist the Government in making timely payments, include the contractor's Taxpayers Identification Number, Data Universal Numbering System number, contract, and the order number, if any, on each invoice.

(b) Facsimile (Fax) communication is the preferred method of submission for invoices and public vouchers, because the invoice is received directly into the Social Security Administration (SSA) payment system. If the invoice cannot be faxed, submit it electronically via email, by regular mail, or by hand carrying it to the Office of Finance at the address below.

(c) If submitting by fax, use any one of the following fax numbers:

410 965-8209
410 965-8251
410 965-8200
410 965-8216
410 966-5425
410 966-9940
410 965-3734
410 965-7533

(d) If submitting electronically:

Submit the invoice either as an attachment to an email message, or within the message itself, to otaps.daps.invoices@ssa.gov.

(e) If sent by mail, submit an original and three (3) copies of the invoice to:

Social Security Administration
Office of Finance
Post Office Box 47
Baltimore, Maryland 21235-0047

(f) If hand carried, deliver to:

Social Security Administration
Office of Finance
Customer Service Help Desk

2-B-4 East Low Rise Building
6401 Security Boulevard
Baltimore, Maryland 21235-0047

(g) The telephone number of the finance customer service help desk is (410) 965-0607.

(h) The Government will make payment to the contractor using the Electronic Funds Transfer (EFT) information contained in the System for Award Management (SAM) database (<https://www.sam.gov/portal/public/SAM/>). In the event that the EFT information changes, the contractor shall be responsible for providing the updated information to the SAM database. The EFT information submitted must be that of the contractor unless there is an official Assignment of Claims on file with the Office of Finance.

(i) Remittance information associated with EFT payments is available via the Internet Payment Platform (IPP) on the Department of Treasury's Internet site at <http://www.ipp.gov>.

(j) The contractor may also direct payment inquiries to SSA's Office of Finance by:

(1) Using the Financial Interactive Voice Response System (FIVR) (<http://www.ssa.gov/vendor/fivr.htm>). FIVR is an automated self-service telephone system available 24 hours a day that allows direct electronic access to administrative payment information using the telephone keypad. The contractor can access FIVR by calling (410) 965-0607. The services available through FIVR are available through a Telecommunications Device for the Deaf (TDD) Line at 410-597-1395. Customer Service Representatives will be available to answer vendor payment inquiries Monday - Friday, between 8 a.m. and 4:30 p.m., Eastern Time.

(2) Sending an email to payment.inquiries@ssa.gov, or visiting the internet site at <http://www.socialsecurity.gov/vendor/contact.htm>. The contractor can also access the IPP system through a link on this site.

(End of clause)

C3-13 2352.232-3 Contractor Travel Expense Reimbursement (JUL 2011)

(a) The contractor may obtain, as needed, an "Agency Letter of Identification" from the contracting officer to request the government rate on travel expenses from a third party. However, the Federal Government does not control a third party and does not warrant that a third party will provide the Government rate to the contractor.

(b) Travel expenses (including travel agent service fees) shall be separately itemized on the contractor's invoice, as discussed below, and identify the related contract line item number. Overhead or general and administrative expense (G&A) applied to travel expenses, if allowable under the terms of this [contract, order, or blanket purchase agreement], shall be separately itemized from other travel expenses on the contractor's invoice.

(c) Reimbursement of transportation, lodging, meals, and incidental expenses shall be per Federal Acquisition Regulation (FAR) 31.205-46, Travel costs. Per diem rates and mileage rates can be found at <http://www.gsa.gov/portal/category/21287> and <http://www.gsa.gov/portal/content/100715>, respectively. The contractor shall familiarize itself with FAR 31.205-46 and direct any questions to the contracting officer.

(d) To be considered reasonable, claimed expenses for transportation, lodging, meals, and incidental expenses must be either within the limits of the Federal Travel Regulation (FTR) per diem rates for the pertinent location and dates of travel or within the approval authority of the contracting officer per FAR 31.205-46(a)(3). Expenses in excess of those authorized in FAR 31.205-46 shall be borne entirely by the contractor with no expectation of recompense as either a travel expense or other direct or indirect expense. Per FAR 31.205-46(a)(5), it is advisable for the contractor to obtain advanced approval from the contracting officer to incur travel expenses exceeding the rates authorized in the FTR. If the contractor incurs such travel expenses without advanced approval from the contracting officer, the contractor will not be reimbursed at the higher rate(s), unless the contractor can prove it was not possible to obtain the contracting officer's advance approval before such expenses were incurred. The contracting officer's authorization of travel expenses above the FTR is not re-delegable to any other government employee. Further, the contracting officer's technical representative (COTR) cannot authorize the contractor to incur travel expenses above the FTR. Moreover, neither the contracting officer nor the COTR can authorize the contractor to exceed the travel amount specified and obligated in this [contract, order, or blanket purchase agreement], and as specified in FAR 31.205-46(a)(3).

(e) The contractor is responsible for making all travel arrangements necessary to perform the services in the [contract, order, or blanket purchase agreement]. The contractor shall not apply overhead and G&A against travel agent service fees. Travel agent services fees must be determined fair and reasonable by the contracting officer.

(f) If the contractor invoices for actual travel expenses incurred that do not exceed the limitations in FAR 31.205-46(a)(3), the contractor shall additionally provide documentation of the expenses incurred (date and place (city, town, or other similar designation); purpose of the trip; and name(s) and title(s) of the person traveling or relationship to the contractor) and a facsimile or duplicate of the actual receipt for each individual expense over \$75.00.

(End of clause)

C3-14 2352.232-4 Contract Funding During a Continuing Resolution (JUL 2011)

(a) This contract may be partially funded if it is awarded during a continuing resolution. If this occurs, funds will not be available for performance of this contract beyond the date specified on the contract. The Government's obligation for performance beyond that date is contingent upon the availability of additional appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond the date specified on the contract, until additional funds are made available to the Contracting Officer for performance, and added by contract modification.

(b) If the contract is partially funded, the Government will not accept supplies or services beyond the specified period of performance until additional funds have been added by contract modification.

(c) If this is a firm-fixed-price contract, the balance of the unfunded portion of the contract period will be obligated once the agency has received its full appropriation, and the Contracting Officer has authority to fund the remaining portion of the contract.

(End of clause)

C3-15 2352.232-5 Option Period Funding During a Continuing Resolution (JUL 2011)

(a) An option period(s) under this contract may be partially funded if exercised (awarded) during a continuing resolution. If this occurs, funds will not be available for performance of the option period beyond the date specified on the contract modification. The Government's obligation for performance beyond that date is contingent upon the availability of additional appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under the option period beyond the date specified on the relevant contract modification, until additional funds are made available to the Contracting Officer for performance, and added by contract modification.

(b) If the option period is partially funded, the Government will not accept supplies or services beyond the specified period of performance until additional funds have been added by contract modification.

(c) If this is a firm-fixed-price option period, the balance of the unfunded portion of the option period will be obligated once the agency has received its full appropriation, and the Contracting Officer has the authority to fund the remaining portion of the contract.

(End of clause)

C3-16 2352.242-1 Post Award Evaluation of Contractor Performance (April 2015)

(a) Contractor Performance Evaluations: Interim and final contractor performance evaluations shall be prepared in the Department of Defense's Contractor Performance Assessment Reporting System (CPARS) per Federal Acquisition Regulation Subpart 42.15 and the CPARS user manual at www.cpars.gov/cparsfiles/pdfs/CPARS_User_Manual.pdf.

(b) An interim contractor performance evaluation is prepared and completed as determined by the contracting officer (known as the assessing official in CPARS). The final performance evaluation is prepared and completed within 120 days after completion of the contract, purchase order, delivery order or task order, or Blanket Purchase Agreement call order over the simplified acquisition threshold. Complete details on the business steps associated with the CPARS process is at FAR Subpart 42.15 and the CPARS User Manual at www.cpars.gov/cparsfiles/pdfs/CPARS_User_Manual.pdf.

(c) Electronic Access to Contractor Performance Evaluations:

(1) The Contractor shall designate a performance evaluation review representative (PERR)(known as the contractor representative in CPARS) in paragraph (d) below who will be responsible for reviewing the contractor's interim and final performance evaluation assessments completed by the Government before the assessments are finalized in CPARS. The Contractor is responsible for keeping its PERR information in paragraph (d) current with the contracting officer throughout the life of this contract. Only the PERR may access, review, and comment on the contractor's performance evaluations in CPARS prior to finalization.

(2) The agency Focal Point (FP) or Alternate FP, are the only individuals who can grant CPARS access to the PERR.

(3) Once award is made, the agency FP or Alternate FP will grant access to the PERR. The PERR will receive a system-generated email when: access has been granted to CPARS; and there is a performance evaluation assessment to review. Only the PERR receiving the email has access to the assessment.

(4) The CPARS website is www.cpars.gov. The website provides a drop down menu for "FAQs" and "Guidance," where the PERR can obtain a CPARS User Manual. New PERRs can access on-line training at the drop down tab for "Training."

(d) Contractor's Designated Performance Evaluation Review Representative (PERR) (known as the contractor representative in CPARS)

Name: *[Offeror complete at time of submission]*
Address: *[Offeror complete at time of submission]*
Phone: *[Offeror complete at time of submission]*
E-mail: *[Offeror complete at time of submission]*
UserID (complete if the PERR is an existing CPARS user):

C3-17 2352.242-2 Designation of COTR and Alternate COTR (MAY 2013)

(a) The following Contracting Officer's Technical Representative (COTR) and Alternate COTR will represent the Government for the purpose of this award:

COTR NAME *[To be completed at time of award]*
TITLE *[To be completed at time of award]*
ADDRESS *[To be completed at time of award]*
TELEPHONE *[To be completed at time of award]*
EMAIL *[To be completed at time of award]*

Alt. COTR NAME *[To be completed at time of award]*
TITLE *[To be completed at time of award]*
ADDRESS *[To be completed at time of award]*
TELEPHONE *[To be completed at time of award]*
EMAIL *[To be completed at time of award]*

(b) The COTR or Alternate COTR may not re-delegate the authority outlined in this clause, or the authority specified within their COTR designation letters.

(c) The COTR is responsible for the following general duties:

(1) Monitoring the contractor's technical progress, including the surveillance and assessment of performance and recommending to the Contracting Officer (CO) changes in requirements;

(2) Interpreting the statement of work (SOW), statement of objective (SOO), or performance work statement (PWS), and any other technical performance requirements;

(3) Performing technical evaluation of requirements as required;

(4) Performing technical inspections and acceptances required by this award;

(5) Assisting in the resolution of technical problems encountered during performance;

(6) Certifying invoices or vouchers for payment by confirming the receipt of goods and/or services at the contracted price/costs; and

(7) Initiating a Contractor Performance Assessment Report (CPAR) within 30 days after electronic notification that a CPAR is required.

(d) The alternate COTR is responsible for carrying out the duties of the COTR only in the event the COTR can no longer perform his or her duties as assigned, or is unavailable.

(e) The COTR, Alternate COTR, and Task Manager (TM) (if applicable) are the only Government employees authorized by the CO to perform certain functions of the award. The COTR and Alternate COTR are authorized to perform the functions listed above, and may provide the technical direction described below. However, if the award calls for the designation of a TM, see Section C3-18 2352.242-3, Designation of Task Manager (TM) (MAY 2013) for the authority, responsibilities, and limitations of the TM at the task level.

(f) The CO is the only person with authority to act as agent of the Government under this award. Only the CO has authority to:

(1) Direct or negotiate any changes in the SOW, SOO, or PWS;

(2) Modify or extend the period of performance;

(3) Change the delivery schedule;

(4) Authorize reimbursement to the Contractor for any costs incurred during the performance of this award; or

(5) Otherwise, change any terms and conditions of this award.

(g) At any time during performance of this award, the CO may unilaterally remove or replace the COTR or Alternate COTR.

(h) The CO will provide written notice, transmitted electronically as an attachment to an email, or through standard mail carrier, to the contractor, of such designation, or any change thereto, within a reasonable amount of time after award, or after notification of a change is necessary. The designation letter sets forth the specific authorities, responsibilities, and limitations of the COTR, or Alternate COTR under this award.

(i) Performance of work under this award shall be subject to the technical direction of the COTR. The term “technical direction” is defined to include, without limitation (except as specified in the COTR designation letter), the following:

(1) Directions to the Contractor, on other than firm-fixed-price contracts, which redirect the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual SOW;

(2) Provisions of information to the Contractor, which assists in the interpretation of drawings, specifications, or technical portions of the work description;

(3) Review and, where required by the award, approval of technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government under the award.

(j) Technical direction must be within the general scope of the SOW, SOO, or PWS stated in Section D Attachment 4 (and where supplemented by the individual SOW, SOO, or PWS stated within the individual task orders) of this award. The COTR does not have the authority to and may not issue any technical direction that affects price, quality, quantity, delivery, or other terms and conditions of the award.

(k) The COTR shall issue all technical direction in writing or shall confirm in writing, within five working days after issuance, technical direction issued verbally.

(l) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR’s authority under the provisions of this clause.

(m) If, in the opinion of the Contractor, any instruction or direction issued by the COTR falls outside the authority of the COTR, the Contractor shall not proceed. In this case, the Contractor shall notify the CO or designated Contract Specialist in writing, within five working days after receipt of any such instruction or direction and shall request the CO modify the award accordingly. Upon receiving such notification from the Contractor, the CO shall issue an appropriate modification to the award, or advise the Contractor, in writing, that, the technical direction is within the scope of this clause and does not constitute a change under the “Changes” clause of this award. The Contractor shall proceed immediately with the direction given. A failure of the parties to agree upon the nature of the instruction or direction, or upon the action to be taken with respect thereto, shall be subject to the “disputes” clause of the award.

(End of clause)

C3-18 2352.242-3 Designation of Task Manager (TM) (MAY 2013)

(a) This award requires the designation of a TM:

[Check one]

[N/A] (1) At the contract level for one or more contract task(s). The Contracting Officer

(CO) will name the TM in the CO's designation memorandum, which will specify the contract task(s) and TM's associated authority, responsibilities, and limitations; or

[X] (2) At the order level. The CO will name the TM in the CO's designation memorandum, which will specify the task(s) per order and the TMs associated authority, responsibilities, and limitations.

(b) The TM may not re-delegate the authority outlined in this clause, or the authority specified within his or her designation memorandum issued by the CO.

(c) The TM is responsible for assisting the contracting officer's technical representative (COTR) in the technical monitoring and administration of the task(s) specified within the TM's designations memorandum through performance and closeout. For example, the TM may be responsible for the following general duties per task(s):

(1) Monitoring the contractor's technical progress, including the surveillance and assessment of performance and recommending to the COTR changes in the task(s) requirements;

(2) Interpreting the statement of work (SOW), statement of objective (SOO), or performance work statement (PWS), and any other technical performance requirements as it relates to his or her designated task(s);

(3) Performing technical evaluation of requirements as required;

(4) Performing technical inspections and acceptances of deliverables under the task(s);

(5) Assisting in the resolution of technical problems encountered during performance of the task(s);

(6) Reviewing invoices or vouchers to ensure they accurately reflect work completed per requirements of the task(s); and

(7) Completing a Contractor Performance Assessment Report (CPAR) within 30 days after electronic notification that a CPAR is required.

(d) The CO is the only person with authority to act as agent of the Government under this award. Only the CO has authority to:

(1) Direct or negotiate any changes in the SOW, SOO, or PWS;

(2) Modify or extend the period of performance;

(3) Change the delivery schedule;

(4) Authorize reimbursement to the Contractor for any costs incurred during the performance of this award; or

(5) Otherwise, change any terms and conditions of this award.

(e) At any time during performance of this award, the CO may unilaterally remove or replace the TM.

(f) The CO will provide written notice, transmitted electronically as an attachment to an email, or through standard mail carrier, to the contractor, of such designation, or any change thereto, within a reasonable amount of time after award, or after notification of a change is necessary. The designation memorandum sets forth the specific authorities, responsibilities, and limitations

of the TM for each associated task(s) under this award.

(g) Performance of work under the specified tasks shall be subject to the technical direction of the TM. The term “technical direction” is defined to include, without limitation (except as specified in the TM designation memorandum), the following:

(1) Directions to the Contractor, on other than firm-fixed-price contracts, which redirect the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual SOW;

(2) Provisions of information to the Contractor, which assists in the interpretation of drawings, specifications, or technical portions of the work description;

(3) Review and, where required by the award, approval of technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government under the award.

(h) Technical direction for the task(s) must be within the general scope of the SOW, SOO, or PWS stated in Section D. of this award. The TM does not have the authority to and may not issue any technical direction that affects price, quality, quantity, delivery, or other terms and conditions of the award.

(i) All technical direction will be issued in writing by the TM, or shall be confirmed by the TM in writing within five working days after issuance.

(j) The Contractor shall proceed promptly with the performance of technical direction duly issued by the TM in the manner prescribed by this clause and within the COTR's, or TM's authority under the provisions of this clause.

(k) If, in the opinion of the Contractor, any instruction or direction issued by the TM falls outside the authority of the TM, the Contractor shall not proceed. In this case, the Contractor shall notify the COTR. The COTR will either resolve the issue, or forward the issue to the CO or designated Contract Specialist for resolution per Section C..

(End of clause)

C3-19 2352.242-5 Contractor's Administrator (SEP 2013)

The contractor's representative responsible for handling contract administration is:

Name: *[To be completed at time of award]*

Address: *[To be completed at time of award]*

Phone: *[To be completed at time of award]*

E-mail: *[To be completed at time of award]*

(End of clause)

C3-20 2352.245-1 Designation of Property Administrator and Listing of Government Property (NOV 2008)

a) Designation of Property Administrator

(1) *[To be completed at time of award]* is the property administrator for this contract.

(2) *[To be completed at time of award]* is responsible for coordinating property issues with the Contracting Officer's Technical Representative (COTR) and the Government's Contracting Officer.

(b) Direct questions and/or problems regarding the control of property to *[To be completed at time of award]* at *[To be completed at time of award]*

(c) The property administrator cannot obligate Government funds, execute modifications, or otherwise make changes to the contract.

(d) List of Government property to be furnished or acquired under this contract:

[See Section D Attachment 4, Statement of Work.]

(End of clause)

C3-21 2352.245-2 Government Telecommunications/Systems, Services, and Equipment Provided Under the Contract (NOV 2008)

(a) Government telephone services are hereby made available for routine contractor use under this contract. The contractor will utilize its dedicated telephone system for all possible calls. Infrequent calls by contractor personnel from areas where contractor telephone services are not available may be authorized at the discretion of the contracting officer or the contracting officer's technical representative.

(b) Contractors may use the SSA telephone system to conduct official business; i.e., if the call is necessary to perform the SSA contract. Such official business calls may include emergency calls and calls which SSA determines are necessary in the interest of performing the contract.

(c) The Government reserves the right to recover usage charges and fees associated with the use of the telephone services provided to the contractor under this contract in the event the contractor uses the provided service and equipment for other than the purposes authorized in paragraph (a) and (b) of this clause.

(End of clause)

C3-22 Contractor Training

- (a) Contractor personnel may be required to attend agency-specific or non-agency-specific training (e.g. workshops, seminars, webinars, classes, and the like) during performance under this award. The Task Manager (TM) (or COTR), will notify the contractor if agency-specific training is necessary for successful performance. Generally, the contractor shall be responsible for securing all non-agency specific training for its employees (see paragraph (c), below). However, in limited cases, non-agency specific training that is to be provided by, or paid as a direct cost, by SSA may be identified by the TM, COTR, or the contractor (see paragraph (d), below).
- (b) Agency-Specific Training: Agency-Specific Training is defined as training that the contractor is not required to bring to the job, but may be required by the agency in order to adhere to local policy and regulations (i.e. Security Awareness, Personally Identifiable Information Training, etc.) In these cases, the agency will provide, and pay for (if necessary), expenses associated with attending training, and permit contractor absence during attendance.
- (c) Non-Agency Specific Training: Except as stated in paragraph (d) below, the agency will not pay for costs (e.g. tuition, fees, registration, travel, etc.) or other training expenses as a direct cost under this contract for non-agency-specific training, nor will the agency pay for such training outside of this award. The contractor is responsible for ensuring that contractor employees receive and maintain training, education, and technical certifications that are pertinent to this award. This means the agency expects the contractor to provide employees who are fully trained in non-agency-specific commercial off-the-shelf information technology in use by the agency. 'Non-agency-specific commercial off-the-shelf information technology' is defined as information technology (e.g. software, hardware, systems, etc.) available in the commercial market place and that is not unique to, tailored for, or otherwise modified for use in meeting the mission of the agency. The contractor is responsible for ensuring its employees receive training on any new releases, updates, new versions, or replacements to this non-agency-specific commercial off-the-shelf information technology.
- (d) Exception: In limited cases, it may be in the best interest of the agency to provide, and pay for (whether fully, or partially), expenses associated with attending unforeseen training associated with non-agency-specific commercial off-the-shelf information technology. When these exceptions are identified by the contractor, the contractor shall seek the approval of the TM (or COTR) before proceeding with a request to the Contracting Officer (CO; see next paragraph). When these exceptions are identified by the TM (or COTR), the TM (or COTR) will notify the contractor and the contractor shall proceed with a request to the CO (see next paragraph).

When an exception is identified, the contractor must provide the CO with the following information:

- Justification for the training (including what the contract task(s) the training is associated with and why it is in the agency's best interest to pay for this training as a direct cost under the contract); and
- A breakdown of all costs associated with the training (e.g. tuition, travel, etc.).

The CO will then negotiate the price and payment with the Contractor prior to attending the training. It is the Contractor's responsibility to ensure continued successful performance of the contract during the course of the training event.

C3-23 Organizational Conflict of Interest – Restrictions Applicable to Future Acquisitions

- (1) Purpose: The primary purpose of this clause is to aid in ensuring that the Contractor: (A) does not obtain any unfair competitive advantage over other parties by virtue of its performance of work under task orders awarded against this contract; and (B) is not biased because of its current or planned interest (financial, contractual, organizational, or otherwise), which relates to the work under the task orders awarded under this contract.
- (2) Scope: The term "Contractor" means any person, firm, unincorporated association, joint venture, partnership, corporation, wholly owned or controlled subsidiaries or affiliate thereof, any tier subcontractor, or their successors in interest in the activities covered by this as a prime contractor, subcontractor, consultant or in any similar capacity.
- (3) Subcontracts: The Contractor shall include this, including this paragraph, in subcontracts of any tier which involve the performance of work under the task orders awarded under this contract as specified in paragraph (4) below, or which involve access to information, also covered in paragraph (4) below. The use of this in such subcontracts shall be read by substituting the word "Subcontractor" for the word "contractor" wherever the word "contractor" appears.
- (4) Application of Possible Exclusion: Since the Contractor may perform some analytical, evaluation and research work under task orders awarded under this contract, including work similar to: analytical studies, requirements definition, design alternatives recommendations, and market research evaluation/recommendations, the Contractor may be ineligible to participate (either as a prime or subcontractor) in any resultant acquisition or contractual effort based upon this work, which requires (but which is not limited to) the acquisition of equipment; proprietary software products and/or tools; or the development, test and/or implementation of customized software; or provide technical support services for the term of this contract including any and all optional extensions thereof. The Contractor shall provide appropriate documentation, if requested by the Contracting Officer, in the event of a dispute and the Contracting Officer's decision shall be final. Additionally, the Contracting Officer reserves the right to determine whether a particular acquisition or contractual effort is or is not subject to this exclusion. Note: See Section C3-24 Identification and Mitigation of Potential Organizational Conflicts of Interest Arising Under Task Orders.
- (5) Access to and Use of Information:
 - (A) If the Contractor, in the performance of work under the task orders awarded under this contract or by any other means, obtains access to information, such as SSA's plans, policies, reports, studies, financial plans, or data, which has not been released to the public, the Contractor agrees not to:

- (i) use such information for any private purposes, unless the information has been released to the public;
 - (ii) compete for work at SSA not already covered by the exclusion in paragraph (4) above based on such information for a period of 6 months after completion release of such information to the public, whichever is first;
 - (iii) submit an unsolicited proposal to the Government which is based on such information until 1 year after release of such information to the public; or
 - (iv) release such information without prior written approval by the Contracting Officer.
- (B) In addition, the Contractor agrees that to the extent it receives, or is given access to, any proprietary data or other confidential technical, business, or financial information through performance of work under the task orders awarded under this contract, it shall treat such information in accordance with any restriction imposed on such information.
- (C) The Contractor shall have, subject to the Rights in Data and security clauses included in this contract (and where supplemented at the task order level, if applicable), the right to use the technical data it first produces through performance of work under the task orders awarded under this contract, for its private purposes, provided that as of the date of such use, all data requirements of this contract have been met.
- (6) **Remedies:** For breach of the above restrictions, or for failure to disclose or misrepresentation of any relevant interest required to be disclosed concerning this contract, the Government may, at no cost, terminate this contract (and any task order issued under this contract), disqualify the Contractor for subsequent related contractual efforts, and pursue other remedies as may be permitted by law or this contract.
- (7) **Waiver:** Any request for waiver under this clause shall be directed in writing to the Contracting Officer and shall include a full description of the waiver request and the reasons in support thereof. If it is determined to be in the best interest of the Government, the Contracting Officer may grant such waiver in writing.

C3-24 Identification and Mitigation of Potential Organizational Conflicts of Interest Arising Under Task Orders

The nature of *some* services required under this multiple-award IDIQ may increase the likelihood that, for *some* task orders issued against this IDIQ contract, an OCI could exist by virtue of the contractor's performance under previous or on-going acquisitions for the agency. This includes the contractor's performance as either the prime contractor, or as a subcontractor.

To ensure we identify and mitigate or avoid any OCIs, the following procedures apply to request for task order proposal (RFTOP) issued under this IDIQ:

1. If SSA identifies a potential OCI, SSA will notify the contractor of its findings in the RFTOP. When responding to the RFTOP, the contractor shall provide the following:
 - a. an explanation of why it believes an OCI does not exist; or
 - b. a plan for mitigating the potential OCI (mitigation plan).

If the contractor elects not to submit a response because it believes it cannot mitigate the potential OCI, the contractor shall notify SSA of its decision.

2. If SSA does not identify a potential OCI in the RFTOP, the contractor shall state in its response to the RFTOP:
 - a. the contractor has not identified any potential OCIs that would arise as a result of its performance of the work described in the RFTOP; or
 - b. the contractor has identified a potential OCI that would arise as a result of its performance of the work described in the RFTOP.

If the contractor identifies a potential OCI, the contractor shall provide a mitigation plan with its response to the RFTOP. If the contractor elects not to submit a response because it believes it cannot mitigate the potential OCI, the contractor shall notify the CO of its decision.

SSA will evaluate every proposed mitigation plan to ensure it protects the agency's interests. SSA may:

1. accept the mitigation plan and incorporate it into the task order;
2. request modifications to the mitigation plan and incorporate the final mitigation plan into the task order; or
3. reject the mitigation plan (before or after requesting modifications) if the potential OCI cannot be mitigated to the agency's satisfaction. If the CO rejects the mitigation plan, it will notify the contractor and the contractor will be ineligible for award of the task order resulting from that RFTOP.

SECTION C4 - Administrative Matters

C4-1 SSA Building Closures

Contractor support is not required in the event of a Government closure unless specifically required in the task order. In cases such as these, the Contractor may work during periods of time when segments (buildings or business) of SSA are closed for any reason, provided security measures are followed. Such times may include Agency and facility closures due to inclement weather, late openings, early dismissals, building closures, or legal holidays. In the event SSA Headquarters facilities in Maryland close or delay opening, announcements will be broadcast on the following TV and radio stations:

RADIO:

AM Stations: WBAL 1090

FM Stations: WWMX 106.5 or WTOP 103.5 (Washington)

TELEVISION: WBAL TV, Channel 11 – www.wbalv.com

For headquarters offices, the announcements must specifically pertain to the Social Security Administration offices in the Baltimore metropolitan area.

In addition to the above, contractors can obtain information via the following:

INTERNET: <http://www.ssa.gov/hqalert/index.jsp>

SSA Emergency Announcement Numbers:

SSA Headquarters in Baltimore, Maryland - Toll Free Phone Number: 1-866-313-2533
(TTY 410-965-7375)

Second Support Center in Durham, North Carolina - Toll Free Phone Number: 1-877-718-0944,
ext. 10423

The contractor shall call after 5:00 a.m., to obtain information regarding whether the Government is operating normally; if there is a delayed opening; or if it is closed. Decisions for the night shift occur after 2:00 p.m. and for the midnight shift after 10:00 p.m. Every effort is made to have hazardous weather information (i.e., closed or delayed opening) released as close to 5:00 a.m. ET as possible on the day of the event. However, often circumstances beyond SSA's control preclude this important information from being determined and/or posted until sometime thereafter. The agency will broadcast information internally if there is a need for the facility to close early.

C4-2 Observance of Legal Holidays and Administrative Leave

(a) The Government observes the following days as holidays:

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, the Government will not reimburse the contractor for holiday or other premium compensation unless authorized pursuant to an overtime clause elsewhere in the contract.

(c) When the Government grants administrative leave to its Government employees for reasons such as inclement weather, unanticipated holidays declared by the President, or similar reasons, the contractor shall also dismiss assigned contractor personnel working on-site unless prohibited elsewhere in the contract. However, the contractor agrees to continue to provide sufficient personnel to perform the requirements of critical tasks already in operation or scheduled, and if necessary, shall seek guidance from the contracting officer or his/her duly authorized representative pertaining to such requirements.

(End of clause)

C4-3 Designation of Contractor's Project Manager/Contract Coordinator

The contractor's primary point of contact serving as the Project Manager/ Contract Coordinator for this contract is:

Name & Title: *[To be completed at time of award]*
Address: *[To be completed at time of award]*
Telephone Number: *[To be completed at time of award]*
Email Address: *[To be completed at time of award]*

C4-4 Designation of Company Point of Contact for Suitability

Per [Section C3-3 2352.204-1 Security and Suitability Requirements](#), the contractor's primary company point of contact (CPOC) for this contract is:

CPOC Name & Title: *[To be completed at time of award]*

Address: *[To be completed at time of award]*

Telephone Number: *[To be completed at time of award]*

Email Address: *[To be completed at time of award]*

C4-5 Payment Basis

Payment will be made in accordance with the payment schedule approved on individual task orders. Note: Payment schedules shall be consistent with the *Payment* provisions outlined within Sections [C1-3](#) and [C1-4](#) FAR clauses, and in conjunction with the authorized pricing arrangements outlined in [Section B-3](#) of this contract.

C4-6 Contractor Use of Government Facilities

While on Government premises, the Contractor shall comply with the rules, regulations and procedures governing the conduct of personnel and the operation of this facility. The Contractor is also responsible for ensuring that all contractor personnel working on Government premises are aware of the Occupant Emergency Program (OEP). During a building evacuation, all contractor personnel must follow the instructions of SSA's Occupant Emergency Organization (OEO) personnel. Contractor must ensure that employees who are unable to follow OEO personnel verbal instructions (non-English speaking employees, hearing impaired, etc.) have a Contractor employee designated to provide assistance in following evacuation procedures or that the appropriate OEO evacuation personnel is notified of the employees impairment, location, etc. to enable the OEO personnel to effectively evacuate the employee.

(End of clause)

C4-7 Task Order and Delivery Order Ombudsman

The Social Security Administration's Acquisition Ombudsman is the designated agency official to hear concerns from contractors and ensure they are afforded a fair opportunity to be considered for award, consistent with the procedures in the contract. Contractors may address concerns to the Ombudsman:

Assistant Deputy Commissioner
Office of Budget, Finance, Quality, and Management
Room 811 Altmeyer Building
6401 Security Boulevard
Baltimore, MD 21235

Phone : (410) 965-5288

Fax : (410) 965-0201

(End of clause)

C4-8 Designation of Government Contracting Personnel

Kevin P. Muñoz, Division of IT Support Services, has been assigned as the Contracting Officer to administer the contractual aspects of this contract. Changes in the Scope of Work, contract cost, price, quantity, quality, or delivery schedule shall be made only by a Contracting Officer by a properly executed modification. All correspondence that in any way concerns the terms or conditions of this contract must be submitted directly to the following address:

Kevin P. Muñoz, Contracting Officer
Social Security Administration
Office of Acquisition and Grants
1540 Robert M. Ball Building
6401 Security Blvd.
Baltimore, MD 21235
Phone Number: 410-966-3297
Email Address: Kevin.Muniz@ssa.gov

SECTION D - Contract Documents, Exhibits and/or Attachments

Attachment Number	Attachment Title	Date	Number of Pages	Cross Reference Materials	Document Version
1	508 Accessibility Requirements	12/07/2015	7		DRAFT
2	Labor Pricing Matrixes	12/07/2015	11		DRAFT
3	Labor Categories and Qualifications	12/07/2015	28		DRAFT
4	Statement of Work	12/07/2015	30		DRAFT
5	Model Subcontract Plan Outline	12/07/2015	7		DRAFT
6	Offeror Reps and Certs	12/07/2015	11		BASE
7	Past Performance Questionnaire	12/07/2015	7		DRAFT

SECTION E - Solicitation Provisions

DRAFT

SECTION E1 - FAR Provisions Incorporated by Reference

E1-1 52.204-16 Commercial and Government Entity Code Reporting (JUL 2015)

E1-2 52.212-1 Instructions to Offerors - Commercial Items (APR 2014)

In accordance with FAR 12.301 and 12.302, the provision at 52.212-1 is hereby tailored by the addendum in [Section E3-2 Addendum to FAR Provision 52.212-1, Instructions to Offerors – Commercial Items](#).

DRAFT

SECTION E2 - FAR Full Text Provisions

E2-1 52.203-98 Prohibition on Contracting with Entities That Require Certain Internal Confidentiality Agreements – Representation (FEB 2015)(DEVIATION)

(a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) Representation. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

E2-2 52.209-5 Certification Regarding Responsibility Matters. (OCT 2015)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a

governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ☐ has not ☐, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) *Principal*, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar

positions).

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

E2-3 52.209-7 Information Regarding Responsibility Matters (JUL 2013)

(a) Definitions. As used in this provision-

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means-

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in-

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see FAR 52.204-7).

(End of provision)

E2-4 52.212-2 Evaluation - Commercial Items (OCT 2014) (See [Section E3-3.2](#))

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Factor 1: Corporate Experience

Factor 2: Management Plan

Factor 3: Past Performance

Factor 4: Section 508 and SSA's Accessibility Requirements

Factor 5: Price

*Note: Subcontracting Plan

Factors (1) through (4) above, listed in descending order of importance, and when combined, are significantly more important than Factor (5) Price.

*Note: For this solicitation, as to not place additional burden on Offerors, and where allowable by FAR 19.705-2(d), the CO will request **only the apparently successful Offeror(s)** submit the Small Business Subcontracting Plan required by FAR 52.219-9 - Small Business Subcontracting Plan upon conclusion of the source selection evaluation of Factors (1) through (5) above. Therefore, the Small Business Subcontracting Plan, where applicable, will be evaluated for the apparently successful Offeror(s) only per FAR 19.702(a)(1) and not evaluated as part of the Source Selection evaluation process for Factors (1) through (5). (See [Section E3-2.1\(h\)](#) and [Section E3-3.4](#))

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

E2-5 52.212-3 Offeror Representations and Certifications-Commercial Items (NOV 2015)

[See [Section D, Attachment 6, Offeror Reps and Certs.](#)]

E2-6 52.216-1 Type of Contract (APR 1984)

The Government contemplates award of a (base period, and all options considered) multiple-award indefinite-delivery, indefinite-quantity contract resulting from this solicitation.

(End of provision)

E2-7 52.233-2 Service of Protest (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government

Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Director, Office of Acquisitions Support, Social Security Administration, 1540 Robert M. Ball Building 6401 Security Blvd, Baltimore, MD 21235.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

E2-8 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/?q=browsefar>.

(End of provision)

SECTION E3 - Agency Specific Provisions

E3-1 0001 Agency Specific Provisions

This solicitation includes one or more Social Security Administration acquisition provisions, which are provided in full text.

E3-2 Addendum to FAR Provision 52.212-1, Instructions to Offerors – Commercial Items

As referenced under [Section E1-2](#), the provision at 52.212-1 is incorporated by reference via Block 27a of the SF 1449 and the following paragraphs are hereby tailored as follows:

Paragraph (b), Submission of Offers. All proposals submitted must include a SF1449; signed, dated, identifying the Offeror and acknowledging all amendments, where applicable, and reference to solicitation SSA-RFP-17-1001, along with the Offeror's Data Universal Numbering System (DUNS) number applicable to the address entered in Block 17a of the SF-1449. All proposals must consist of two separate volumes as follows:

E3-2.1 Volume I – Non-Price Factors

Volume I must include a table of contents using the same headings marked below, along with separate sections for each of the requested information herein. The Non-Price Factors Volume is limited to 250 pages (inclusive of appendices, exhibits, schedules, annexes, and attachments). Provide only the specific information requested. Any information submitted that exceeds the first 250 pages (inclusive of appendices, exhibits, schedules, annexes, and attachments) of the Non-Price Factors Volume will not be evaluated.

The Offeror must submit the following information in this volume:

- a. Brief Company Profile;
- b. Statement Offeror consents to terms and conditions outlined in Sections A-D of SSA-RFP-17-1001;
- c. Completed Sections [C3-16\(d\)](#), [C3-19](#), [C4-3](#), [C4-4](#), and D – Attachment 6, Offeror Reps and Certs;
- d. Factor 1 - Corporate Experience (see [Section E3-3.2.1](#)): Describe the breadth and depth of your relevant corporate experience in *each* of the five task areas identified in the SOW by submitting information that describes three single contracts that encompass performing work of a similar size, scope and complexity as described herein.

Each of the three single contracts that reference your corporate experience must be as a prime contractor on single contract performing all five task areas with an annual obligated amount exceeding \$100M, and that provides a minimum of 300 contractor personnel supporting all five task areas. Note: The Government is not requesting, nor

will it accept, information on any proposed subcontractor's experience, teaming arrangements, or information on experience gained in the five task areas if the experience was not similar and relevant to that described herein.

The Offeror must have finished all three contracts listed within the past 5 years, or currently be working on the contracts. If the Offeror is currently working on the listed contracts, then at least one of the relevant contracts must have been in performance for a minimum of two years. The Offeror must use the standard of "\$100M obligated amount on a single contract that provides a minimum of 300 contractor personnel" to determine the size of contracts it will reference to show its corporate experience in each of the five task areas on three single contracts. Additionally, all three contracts must be, or must have been, completed within the Continental U.S.A. (CONUS³) for the private or public sector, or on a U.S. government installation/establishment Outside the Continental USA (OCONUS⁴).

The Government will consider both how similar the experience is across all five sub-factors, and how much relevant experience you have for each sub-factor. Therefore, at a minimum, provide sufficient information to demonstrate that the Offeror has the specific corporate experience outlined within each of the *five* sub-factors:

I. Lifecycle activities for software improvement and web/interface

1. Setting up cloud infrastructure strategy and adoption support, including technology support for cloud/cloud-based solutions;
2. Utilizing both Waterfall and Agile methodologies as well as Agile and Development and Operations tools for software design and development
3. Web portal design and expertise in high transaction volume portals and exchanges

II. Database and data administration

1. Providing technical database and data administration support across multiple platforms including z/OS, WebSphere, UNIX, LINUX, and Windows;
2. Performing in areas of data warehousing, content management, data analytics, stored-procedure programming, database migrations, modern Big-Data Hadoop related storage, and Business Intelligence; and
3. Using CICS, COBOL, ALC, Java, SAS, SQL, Oracle PL/SQL, CA-IDMS, DB2, DB2 UDB for multiple platforms, and Microsoft SQL Server

III. Software engineering and management support

1. Supporting the software engineering community, users of the Enterprise Software Engineering Facility (ESEF) and the production infrastructures, which include the Management Information Services Facility (MISF), Document Management Facilities (DMF), and Programmatic Processing Facility (PPF).

³ As defined in FAR 2.101.

⁴ OCONUS is defined as other than the 48 contiguous states plus the District of Columbia.

2. Supporting various software engineering methodologies including Agile, Cloud, Development and Operations, and virtualized infrastructures or Platform as a Service
3. Software engineering approaches that leverage open source code to speed development timeframes and ease code maintenance

IV. Systems administration and systems security support

1. Establishing and maintaining systems in the cloud on Linux, as well as installing/administering open source tools and platforms in the Modern Development Environment (MDE)
2. Systems administrative technical support including installing, configuring, administering, and troubleshooting z/OS, Windows, Solaris/UNIX 10 or 11, and WebSphere (WAS 7.1 and 8.5) on a Solaris/UNIX platform
3. Demonstrated experience in agency cyber security support along with related technologies and tools

V. Contract Management Support

1. Providing a full life-cycle of contract management during single projects, such as the planning, management, and Government interaction necessary on the part of the Program Director for the successful performance of the program; includes experience in management of contractor staffing plans, contractor training and certification of personnel, and experience with providing a logical approach for ensuring operational readiness and quality performance
2. Providing numerous reports on a weekly and month reports, and ad hoc basis to multiple company or agency personnel such as COTRs, Task Managers, Executives, and those in a similar role
3. Providing ongoing planning for preparedness and continuity of technical skills necessary to perform a series of related tasks
4. Providing overall direction and monitoring of work performed on the program at varying levels (e.g. contract level and task level)
5. Providing quality assurance and quality control on active tasks for multiple projects under a single contract(s)
6. Providing successful allocation of contractor personnel, and technical and operational resources covering timely over multiple components, organizations, divisions, or the like for each task area
7. Providing overall management of multiple subcontractors supporting multiple tasks with varying technical difficulty
8. Providing ongoing maintenance of the Project Management Plan as required under the contract
9. Communicating timely with Contractor management and subcontractors on contract performance and program related issues covering various tasks
10. Performing in accordance with contract requirements and company policies, including ethics standards

Provide the following information for *each* contract cited under this evaluation factor:

1. Awarding Company or Agency name;
 2. Contract Number and Date of Award;
 3. Number and dollar value of contract completed per contract year;
 4. The area of coverage provided for support services (example: Nationwide coverage);
 5. Provide a complete and full description of the services provided for each single contract listed for corporate experience. Specifically, describe the extent to which the work required under the contract is similar in size, scope, and complexity to the requirements as described herein;
 6. Demonstrate the depth and breadth that this experience represents a similar combination of work assignments, activities, and functions involving similar degrees of difficulty in the work to be performed as described herein. Note: Responses must specifically address the information listed within the *five* sub-factors outlined above;
 7. Include any additional information that will further describe the activities/functions performed and demonstrate the relationship of such experience to the requirements of this solicitation;
 8. Describe any significant problems that arose and explain how they were solved;
 9. Type of Milestones/deliverables required under the contracts; and
 10. List the level of effort and mix of labor you provided to the company or agency while under contract, along with timeframes for providing the necessary contractor personnel to fill contract vacancies when contractor personnel change.
- e. Factor 2 - Management Plan (see [Section E3-3.2.2](#)): Submit a detailed Management Plan, following the same format as specifically broken out herein, that sufficiently addresses the following three sub-factors:
- I. Project Management Plan
 1. How does the Offeror propose to manage multiple tasks across several “customers” within SSA?
 2. What are the Offeror's proposed lines of communication between the Government and the Contractor, and the Contractor and any Subcontractors, along with the roles and authority of resources acting within those roles?
 3. What are the Offeror's orientation plans for resources new to SSA and the contract/task order?
 - II. General Staffing Plan
 1. What are the Offeror's recruitment and retention plans? The Government is particularly interested in:
 - a. How will the Offeror recruit staff for new task orders in a timely manner with the appropriate skill sets and experience?

- b. How will the Offeror plan to solicit for and fill vacancies that occur after task orders have been awarded?

2. Provide a cross-walk between all proposed Offeror's labor categories and qualifications and Government's labor categories and qualifications identified in [Section D, Attachment 3, Labor Categories and Qualifications](#). The Offeror must specify the level of education, the number of years of general experience, the number of years of specific experience, any certifications (if applicable), and specific skills for each position description to define the criteria for filling each position in [Section D, Attachment 3, Labor Categories and Qualifications](#). The Offeror must provide documented evidence of how the level of detail for education, experience, specific skills, and any other criteria for the position description qualifications was developed and deemed appropriate to fulfill the Government's requirement for that position. Note: SSA labor categories are included for use during solicitation. Upon award, the selected Offeror(s) labor categories will be incorporated into the resultant contract.

III. Experience and Qualifications of Proposed Key Personnel: What is the extent of the key personnel's experience performing work as a Program/Project Manager/Director, and a Business Operations Specialist on similar contracts?

Note: Provide individual personnel qualifications information for all proposed key personnel as identified under [Section C3-5 2352.209-1, Key Personnel](#). The Offeror's key-personnel qualifications information must include descriptions of the roles and responsibilities, as well as resumes of the proposed key personnel. This documentation must substantiate that the proposed key personnel can adequately meet the requirements of the SOW. The resumes provided must be sufficiently detailed to demonstrate the experience, education, vocational backgrounds, relevant experience, and qualifications/certifications of the key personnel to perform the tasks of the SOW. Offerors must agree upon contract award to commit their proposed key personnel to this contract for a period of one year from date contract award.

- f. Factor 3 - Past Performance (see [Section E3-3.2.3](#)): Submit *three* individual past performance references (see sub-bullets below for reference role) for *each* contract listed for the Corporate Experience factor listed above under paragraph "(d)," for a total of *nine* references. Submit related letters of recommendation and evaluations of performance in trade journals, newspaper, periodicals, and other similar documents for any reference, *if* such information will support the past performance information requested herein. To assist with gathering past performance information from each reference, provide a copy of Attachment 7 – Past Performance Questionnaire, found in Section D of this solicitation, to each of the nine individual references for completion. The Offeror must request that each reference return a completed questionnaire to the Offeror for inclusion in the Offeror's proposal.

Verify and ensure all information provided in support of your cited references for past performance is complete, comprehensive, accurate, and current.

****To ensure the Government has received accurate information, indicate whether any proposed relevant Federal Government contracts are available for viewing in Past Performance Information Retrieval System (PPIRS).****

Unless the information is available in PPIRS, and the Offeror provides enough supporting information (Offeror DUNS, contract number, etc.) to locate the record in PPIRS, *all* past performance references must include the following information:

- Contract Title.
- Contract Number (if applicable).
- Client Name (Agency, Company, etc.).
- Client Address
- Contact information (e.g. name, phone number(s), email address(es), etc.) for the *three* references who perform in a role similar to/or identical to:
 - Client's Contracting Officer's Representative (COR);
 - Task Manager/Technical point-of-contact/Program Manager; and
 - Contracting Officer/Contract Specialist
- The following information regarding relevant contracts:
 - Dollar value of contract at time of award
 - Cumulative dollar value of contract at completion or to date
 - Period of performance (including all options) of contract;
 - A narrative description of each cited contract's major performance objectives, as well as descriptions of the supplies and/or services provided, and how those supplies and/or services were/are similar and relevant to the requirements as set forth herein; and
 - Describe any significant performance problems that were encountered on the cited/referenced contract, and explain how you, if applicable, were able to resolve/correct the problem.

Note: The Government has the discretion to verify with each reference that the information in the past performance questionnaires and information contained within PPIRS is accurate and correct. The Government will **not** make repeated attempts to contact references. In addition, the Government requests that the Offeror inform all cited references that SSA *may* contact the individual references about the past performance questionnaires that they have submitted on the Offeror's behalf.

- g. **Factor 4 – Section 508 and SSA's Accessibility Requirements:** If any software upgrades or services are delivered through this contract (including installation, configuration, modification and custom development services) the Contractor must perform services in a manner that does not reduce the accessibility features and functionality of the products being delivered. Contractors must provide a statement that they have read and will abide by SSA's Accessibility Requirements. Requirements for accessibility based on Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) and additional agency specific accessibility requirements, hereafter referred in total as "SSA's Accessibility Requirements", are determined to be relevant for this solicitation. Please reference

Section D, Attachment 1, for a specific listing of all applicable SSA Accessibility Requirements for this solicitation.

- h. **Small Business Subcontracting Plan:** As referenced under the “*Note” [Section E2-4\(a\)](#), upon request from the CO, the Small Business Subcontracting Plan required by FAR 52.219-9 - Small Business Subcontracting Plan must be submitted by **only the apparently successful Offeror(s)**, unless the Offeror is a small business concern under the NAICS code identified in Block 10 of the SF-1449. Per FAR 19.702(a)(1) *“In negotiated acquisitions, each solicitation of offers to perform a contract or contract modification, that individually is expected to exceed \$700,000 (\$1.5 million for construction) and that has subcontracting possibilities, shall require the apparently successful Offeror to submit an acceptable subcontracting plan. If the apparently successful Offeror fails to negotiate a subcontracting plan acceptable to the contracting officer within the time limit prescribed by the contracting officer, the Offeror will be ineligible for award.”*

Where applicable, the Offeror must include a subcontracting plan that separately addresses subcontracting with small business (SB), veteran-owned small business (VOSB), service-disabled veteran-owned small business (SDVOSB), HUBZone small business, small disadvantaged business (SDB), and women-owned small business (WOSB) concerns. If the Offeror is submitting an individual contract plan, the plan must separately address subcontracting with SB, VOSB, SDVOSB, HUBZone small business, SDB, and WOSB concerns, with a separate part for the basic contract and separate parts for each option (if any). Offeror must submit a plan using the “Small Business Subcontracting Plan (Model Plan Outline)” at Attachment 5 or a similar format.

The Offeror’s plan must address requirements of FAR Part 19.704, demonstrate the value of the planned subcontracting effort to small businesses, and, if available, a listing of those Small Businesses that the Offeror anticipates using under the contract. The incorporation of letters or agreements with those Small Businesses identified will be considered more binding. Note: In these cases, the Offeror must include the timeframe of letters or agreements with those Small Businesses identified.

For the fiscal year 2016 (submitted herein for *informational purposes only*), the agency’s small business prime and subcontract goals, found [here](#), are:

- (1) SB: 36.75% (Prime) / 50.00% (Sub)
- (2) SDB: 5.00% (Prime) / 5.00% (Sub)
- (3) WOSB: 5.00% (Prime) / 5.00% (Sub)
- (4) SDVOSB: 3.00% (Prime) / 3.00% (Sub)
- (5) HUBZone Firms: 3.00% (Prime) / 3.00% (Sub)

Note: Offerors are hereby advised, for purposes of preparing “Small Business Subcontracting Plan,” that no specific subcontracting goals have been established for Solicitation Number SSA-RFP-17-1001. The Contracting Officer (CO) has no plans to implement mandatory minimum subcontracting plan goals under any

resultant contract. However, the CO notes that, in general, SSA has agency- wide subcontracting goals (as referenced herein for informational purposes), and the subcontract achievements are expected to contribute to SSA meeting those goals. The approved plan will be made part of the resultant contract.

- i. Assumptions: Submit any technical assumptions the Offeror makes in proposing an offer under Volume I – Non-Price Factors, and provide a cross-walk to the element(s) that the assumption(s) are based on, if applicable. Any Non-Price assumptions not included within this section will not be considered by the evaluators.

E3-2.2 Volume II – Price Factors

Volume II must include all pricing data required by the solicitation, including all pricing tables. Price Factors Volume is limited to 25 pages (inclusive of appendices, exhibits, schedules, annexes, and attachments). Provide only the specific information requested. Any information submitted that exceeds the first 25 pages (inclusive of appendices, exhibits, schedules, annexes, and attachments) of the Price Factors Volume will not be evaluated.

Contract Line Item Numbers (CLIN) 0001 through 0011: Complete Attachment 2, Pricing Matrixes (see below instructions) in its entirety by providing your fixed hourly rates, which must include wages, overhead, general and administrative expenses, and profit, for *each* labor category identified therein across all ordering periods (base, and all option periods). Once Attachment 2 is complete, then complete CLINs 0001-0011 on the SF-1449 by entering **ONLY THE TOTAL ESTIMATED ANNUAL PRICE PER ORDERING PERIOD**. Note: Regarding CLIN 0011 - Option to Extend Service, Offeror must provide pricing for a potential six-month option to extend service per FAR 52.217-8, in the event the option is exercised *after* Option IV Ordering Period. This option may be exercised at the end of *any* of the priced base or option periods. The option to extend service may be exercised in any increments for a total of up to six months. In lieu of submitting pricing for this option, the Offeror may state explicitly that the six-month option will be exercised using rates current at the time of exercising the option. In this case, if prices are not submitted for the six-month option, the Government will, for evaluation purposes, use half of the last option period pricing to establish the six-month option pricing.

Completing Attachment 2, Pricing Matrixes: TAB 1 – Labor Pricing, will automatically calculate the estimated annual price and total labor price for the base and all option periods after you enter your fixed hourly rates for each labor category. This pricing is based upon the Government’s *estimated* quantities (calculated in hours) per contract period. Offerors must not adjust or propose alternate quantity information for the labor portion of the matrixes (see “Adding CLIN(s) not included in Attachment 2, Pricing Matrixes). The estimated quantities are provided for solicitation and evaluation purposes only, and in no way reflect the actual volume of services to be ordered. However, the Offeror may elect to change labor category name(s) to reflect its own unique name(s) but must meet the Attachment 3, Labor Categories and Qualifications, description(s). In these cases, the Offeror must indicate explicitly which labor category name(s) have changed, and indicate where the labor category name(s) are located within the cross-walk requested under [Section E3-2.1\(e\) Factor 3 Management Plan, General](#)

[Staffing Plan](#) sub-factor.

Adding CLIN(s) not included in Attachment 2, Pricing Matrixes: The Government did not include separate CLIN(s) for ODCs as the Government does not anticipate ODCs being necessary to establish the multiple-award IDIQ contracts. Allowable ODCs under this contract, as stated under [Section B3, Task Order Procedures](#), will be identified in individual task orders and will be reimbursed on an actual cost or firm-fixed price basis per the provisions outlined herein. However, Offerors may propose applicable ODCs if necessary to submit an offer to the Government. The Offeror must then break out (in a separate TAB within Attachment 2, Pricing Matrixes) any additional pricing that may be associated with meeting the requirements of this solicitation that are not incorporated in the Attachment 2, Pricing Matrixes. In these cases, and for evaluation purposes, any Offeror proposed ODCs will be added to the total labor price for the base and all option periods to arrive at a total proposed price for full performance (base and all options; and any proposed ODCs). This is for evaluation purposes only. Actual ODC amounts will be determined at the task order level. Note: The Government intends to provide necessary Government Furnished Property (GFP) as stated in [Section C3-20 2352.245-1](#), and [Section C3-21 2352.245-2](#).

Fixed hourly rate consideration: The Government encourages, wherever applicable, the Offeror to consider proposing discounted rates from their standard commercial labor rates. However, the Offeror must propose prices consistent with, or discounted from, those prices charged for similar services to their other customers under current and/or previous contracts. All prices must be included in the unit pricing tables in whole cents. The Government will not pay prices other than those listed in the unit pricing tables. Offerors must be aware of the duration of the ordering periods of performance (see [Section B-4 Period of Performance](#)), and the potential effect of the periods' duration on their pricing (see [Section B-6 Pricing Matrixes](#)) when preparing their offers. Offerors must ensure that their proposed prices are accurate, fully loaded, and materially balanced.

Offerors must clearly label any assumptions, constraints, or other information that may have an effect on the rates proposed. Information acutely affecting proposed prices in a manner deemed not in the Government's interests may result, after the Government performs a *price realism analysis*, in the proposal being evaluated as ineligible for award based on price risk. The Offeror must attach supplemental rationale sheets to provide additional narrative information as necessary.

Requiring certified cost or pricing data or data other than certified cost or pricing data: Submission of *certified* cost or pricing data is not required for this solicitation as the Government anticipates Offerors will propose commercial items. Offerors are, however, required to submit "data other than certified cost or pricing data" (see FAR 15.403-3) in their Price Factors Volume to facilitate Government price analysis. This information must consist of copies of relevant commercial price lists and/or catalogs for those items or provide sufficient information from previous contracts for similar services to show the offered prices are consistent with the prices offered on those previous contracts. The Government will analyze this information by conducting a price realism analysis to ensure that the Offeror has a clear understanding of the requirements and that the Government receives realistic pricing for these services. Failure to

submit this information may result in a proposal being evaluated as ineligible for award based on price risk.

The Government reserves the right to require certified cost or pricing data if, after receipt of proposals, the contracting officer determines that adequate price competition does not exist in accordance with FAR 15.403-l(c)(1)).

E3-2.3 Proposal Submittal and Format

Submit one offer electronically directly to Kevin P. Muñoz, Contracting Officer, via e-mail at Kevin.Muniz@ssa.gov.

- **Questions Regarding RFP:** Submit no later than:

[INSERT DATE AND TIME]
- **Offer Response Due Date:** Submit Volumes I and II as separate attachments to your email to me no later than:

[INSERT DATE AND TIME]
- **Late submissions, modifications, revisions, and withdrawals of offers:** Offerors are reminded that, since this solicitation requests offers to be submitted by electronic commerce (i.e., email) only, Offerors must ensure the offer is “received at the initial point of entry to the Government infrastructure **not later than 5:00 p.m. one working day prior to the date specified for receipt of offers above.**” [EMPHASIS ADDED] (See FAR 52.212-1(f)(2)(i)(A))

The Government will make every attempt to answer questions; however, this will not automatically result in the extension of the proposal submission due date. Offerors are responsible for submitting responses, any modifications, revisions, or withdrawals, no later than the due date specified above.

Please note, Volume I – Non-Price Factors MUST NOT include any price information. Additionally, technical information submitted in the price volume will not be evaluated as technical information.

Proposals must consist of **two separate volumes**. Label each volume with the volume number/volume title (e.g. Volume I – Non-Price Factors, and Volume II – Price Factors); the contractor’s corporate name and address; the RFP number, SSA-RFP-17-1001 and time/date specified in the solicitation for receipt of offers; and acknowledgement of solicitation amendments. Your proposal must be readable in Adobe Reader, and Microsoft Office 2010 suite (e.g., Microsoft Word 2010, or Microsoft Excel 2010 (e.g., files with .doc, .docx, .xls, .xlsx, and .pdf are acceptable). Proposals submitted in a format not readable by the software in use by the Government may be determined unacceptable, and possibly removed from consideration for award.

Offeror's *entire* proposal must not exceed 275 total pages (inclusive of appendices, exhibits, schedules, annexes, and attachments) as specified within each Volume's provisions (i.e. Volume I not-to-exceed 250 total pages, and Volume II not-to-exceed 25 total pages; both page limits inclusive of appendices, exhibits, schedules, annexes, and attachments).

Paragraph (c), Period of acceptance for offers. The Offeror agrees to hold the prices in its offer firm for 120 calendar days from the date specified for receipt of offers under [Section E3-2.3](#).

Paragraph (d), Product samples. Deleted in its entirety as it has been determined to be not applicable to this solicitation.

Paragraph (e), Multiple offers. Each interested Offeror must submit only *one* offer in response to this solicitation. The Government will not consider multiple offers in response to this solicitation.

Paragraph (h), Multiple awards. The Government reserves the right to make single or multiple awards under this solicitation. However, the Government intends, to the maximum extent practicable, to give preference to making multiple awards of IDIQ contracts under this single solicitation for the same or similar services to two or more sources. The Government *does not* have pre-determined number of awards that will be made. If the Government elects to make multiple awards, the Government will make award determinations that include *all* Task Areas identified within the SOW. For *example*, Awardees A would receive an IDIQ contract that allows Awardee A to compete for individual task order requirements consistent with [Section B-3\(e\)](#) of the contract, that fall within the Task Areas identified within the SOW. Additional awardees would also receive an IDIQ contract that allows the additional awardees to compete for individual task order requirements consistent with Section B-3(e) of the contract, that fall within the Task Areas identified within the SOW.

E3-3 Evaluation Criteria

The provision at FAR 52.212-2, Evaluation Criteria, as referenced in [Section E2-4 52.212-2 Evaluation - Commercial Items \(JAN 1999\)](#), are applicable to this solicitation and incorporated via addendum as follows:

E3-3.1 Basis for Award

The Government intends to establish a multiple-award IDIQ contract, with an ordering period covering the timeframe specified under [Section B-4 Period of Performance](#), to the responsible Offerors whose offer, conforming to the solicitation, represents the *best value* to the Government, non-price factors (see [Section E2-4](#), and [Section E3-2.1](#)) and price factors (see [Section E2-4](#) and [Section E3-2.2](#)) considered. When combined, the *four* non-price factors (i.e. Corporate Experience, Management Plan, Past Performance, and Section 508 and SSA's Accessibility Requirements), listed in descending order of importance, are *significantly more important than* the price factors.

The Government will determine the best value using a *trade-off* technique that allows the Government to consider an award to other than the lowest priced Offeror or other than the highest technically rated Offeror. The Government reserves the right to make an award based on initial offers received. Therefore, the Offeror's initial offer should contain its best terms from a non-price and price standpoint.

E3-3.2 Non-Price Factors

In accordance with FAR 15.304(c)(2), the Government will use the following *four* non-price factors, listed in descending order of importance, in the non-price evaluation of proposals:

E3-3.2.1 Factor 1: Corporate Experience (See Section [E3-2.1\(d\)](#))

To determine relevant corporate experience, the Government generally looks to answer three questions:

1. What has the contractor done?
2. How many times has the contractor done it?
3. How long has the contractor done the work?

The Government will evaluate the Offeror based on an assessment of the breadth, depth and relevance of its corporate experience as a *prime* contractor on three single contracts performing all five task areas with an annual obligated amount exceeding \$100M, and that provides a minimum of 300 contractor personnel supporting all five task areas. This evaluation will consider your corporate experience on contracts completed within the past 5 years, or contracts currently in place, with at least one of the relevant contracts having been in performance for a minimum of two years. Additionally, contracts must be, or must have been completed within the Continental USA (CONUS) for the private or public sector, or on a US government installation/establishment Outside the Continental USA (OCONUS).

The Government's evaluation will consider both how much similar experience across all five sub-factors, and how much relevant experience you have for each sub-factor. Therefore, the Offeror's relevant corporate experience documentation requested under [Section E3-2.1\(d\)](#) must substantiate its proven corporate experience and clearly demonstrate how the Offeror's corporate experience is relevant to the work detailed in the SOW as well as describe how the corporate experience will reduce any performance risks.

The evaluation will consider corporate experience in providing IT support services in each of the *five* sub-factors as specified within the SOW, and where included herein:

I. Lifecycle activities for software improvement and web/interface

1. Setting up cloud infrastructure strategy and adoption support, including technology support for cloud/cloud-based solutions;
2. Utilizing both Waterfall and Agile methodologies as well as Agile and Development and Operations tools for software design and development

3. Web portal design and expertise in high transaction volume portals and exchanges

II. Database and data administration

1. Providing technical database and data administration support across multiple platforms including z/OS, WebSphere, UNIX, LINUX, and Windows;
2. Performing in areas of data warehousing, content management, data analytics, stored-procedure programming, database migrations, modern Big-Data Hadoop related storage, and Business Intelligence; and
3. Using CICS, COBOL, ALC, Java, SAS, SQL, Oracle PL/SQL, CA-IDMS, DB2, DB2 UDB for multiple platforms, and Microsoft SQL Server

III. Software engineering and management support

1. Supporting the software engineering community, users of the Enterprise Software Engineering Facility (ESEF) and the production infrastructures, which include the Management Information Services Facility (MISF), Document Management Facilities (DMF), and Programmatic Processing Facility (PPF).
2. Supporting various software engineering methodologies including Agile, Cloud, Development and Operations, and virtualized infrastructures or Platform as a Service
3. Software engineering approaches that leverage open source code to speed development timeframes and ease code maintenance

IV. Systems administration and systems security support

1. Establishing and maintaining systems in the cloud on Linux, as well as installing/administering open source tools and platforms in the Modern Development Environment (MDE)
2. Systems administrative technical support including installing, configuring, administering, and troubleshooting z/OS, Windows, Solaris/UNIX 10 or 11, and WebSphere (WAS 7.1 and 8.5) on a Solaris/UNIX platform
3. Demonstrated experience in agency cyber security support along with related technologies and tools

V. Contract Management Support

1. Providing a full life-cycle of contract management during single projects, such as the planning, management and Government interaction necessary on the part of the Program Director for the successful performance of the program; includes experience in management of contractor staffing plans, contractor training and certification of personnel, and experience with providing a logical approach for ensuring operational readiness and quality performance
2. Providing numerous reports on a weekly and month reports, and ad hoc basis to multiple company or agency personnel such as COTRs, Task Managers, Executives, and those in a similar role
3. Providing ongoing planning for preparedness and continuity of technical skills necessary to perform a series of related tasks

4. Providing overall direction and monitoring of work performed on the program at varying levels (e.g. contract level and task level)
5. Providing quality assurance and quality control on active tasks for multiple projects under a single contract(s)
6. Providing successful allocation of contractor personnel, and technical and operational resources covering timely over multiple components, organizations, divisions, or the like for each task area
7. Providing overall management of multiple subcontractors supporting multiple tasks with varying technical difficulty
8. Providing ongoing maintenance of the Project Management Plan as required under the contract
9. Communicating timely with Contractor management and subcontractors on contract performance and program related issues covering various tasks
10. Performing in accordance with contract requirements and company policies, including ethics standards

E3-3.2.2 Factor 2: Management Plan (See Section E3-2.1(e))

The Government's evaluation of the Management Plan will be a *subjective* assessment, based on information provided in the Offeror's proposal, to determine the overall management approach to be used on the contract. This evaluation will consider the following *three* sub-factors, listed in no particular order of importance, and each carrying the same weight:

I. Project Management Plan

1. Degree to which the project management plan provides documentation that shows the Offeror has an ability to manage multiple tasks across several "customers" within SSA.
2. Degree to which the project management plan clearly defines the working relationship between the Government and the Contractor, and the Contractor and any Subcontractors, along with defined roles and authority of resources acting within those roles, to assure timely and effective communication between the Government and the Contractor, and the Contractor and any Subcontractors.
3. Degree to which the project management plan provides documentation that shows the orientation plans for resources new to SSA and the contract/task order, and the likelihood of successful performance of the resources resulting from the implementation of the plan.

II. General Staffing Plan

1. Likelihood of successful resource recruitment and retention as evidenced by the general staffing plan. The Government is particularly interested in:
 - a. Likelihood of successful recruitment of staff for new task orders in a timely manner with the appropriate skill sets and experience.
 - b. Degree to which the general staffing plan provides documentation that shows how the Offeror plans to solicit for and fill vacancies that occur after task orders are have been awarded.

2. Degree to which the general staffing plan shows the Offeror's understanding of the Government's labor categories and qualifications as evidenced by the Offeror's cross-walk between all proposed Offeror's labor categories and qualifications and Government's labor categories and qualifications identified in [Section D, Attachment 3, Labor Categories and Qualifications](#). In addition, the evaluation will consider the degree to which the general staffing plan specifies the level of education, the number of years of general experience, the number of years of specific experience, any certifications (if applicable), and specific skills for each position description to define the criteria for filling each position in [Section D, Attachment 3, Labor Categories and Qualifications](#). Lastly, the evaluation will consider how the level of detail for education, experience, specific skills, and any other criteria for the position description qualifications was developed and deemed appropriate to fulfilling the government's requirement for that position.

III. Experience and Qualifications of Proposed Key Personnel: Extent to which the key personnel's experience, as evidenced by the resumes, performing work as a Program/Project Manager/Director, and experience performing work as a Business Operations Specialist on similar contracts demonstrate the qualifications to satisfy the general description and principal functions of the position description in [Section D, Attachment 3, Labor Categories and Qualifications](#). In addition, the evaluation will consider the extent to which the resume satisfies the education requirements as proposed for the key personnel labor categories identified under [Section C3-5 2352.209-1 Key Personnel \(SEP 2013\)](#). Lastly, the evaluation will consider the extent to which the experience described in the resume is similar to the proposed role/position for this contract.

E3-3.2.3 Factor 3: Past Performance (See Section [E3-2.1\(f\)](#))

Past performance is a measure of how well the Offeror has satisfied its customers; obeyed applicable Federal, state, and local laws and regulations; and conducted its business in an ethical manner. The past performance evaluation factor assesses the degree of confidence the Government has in an Offeror's ability to supply products and services that meet users' needs, based on a demonstrated record of performance.

The Government will evaluate past performance *subjectively* based on information provided in the Offeror's proposal; responses to the past performance questionnaires; information obtained via subsequent reference checks; and upon pertinent information relative to the Offeror's past performance, which may be available to, and obtained independently by, the Government from a variety of other public and private sources, such as PPIRS. Specifically, the Government is interested in the Offeror's past performance in providing similar information technology support services efforts on three single contracts as a prime contractor performing all five task areas with an annual obligated amount exceeding \$100M, and that provides a minimum of 300 contractor personnel supporting all five task within the timeframe specified under [Section E3-2.1\(d\)](#).

The Government will seek to determine whether an Offeror has consistently demonstrated a commitment to customer satisfaction and timely delivery of services at fair and reasonable cost/prices. The Government will make an assessment of the Offeror's overall past

performance, taking into account (but not limited to) such elements as those identified in FAR 42.1501, and those supplemented within the past performance questionnaires.

The Government will evaluate each reference separately, and an overall adjectival rating will be given to the Offeror based upon the evaluation. For cited references, the Government will make only *two* attempts to contact a relevant reference for obtaining past performance information.

(NOTE: Per FAR 15.305(a)(2)(iv), in the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance. In this case, the Government will provide a statement for this factor for the Offeror's past performance that reads, "Offeror is without a record of relevant past performance or information on past performance is not available for the Offeror.")

In addition to information contained in this section of the RFP, past performance will be evaluated in accordance with FAR 15.305(a)(2).

E3-3.2.4 Factor 4: Section 508 and SSA's Accessibility Requirements (See [Section E3-2.1\(g\)](#))

The Government will consider whether the Offeror takes exception to abiding by SSA's Accessibility Requirements.

E3-3.3 Price Factors (Factor 5) (See [Section E3-2.2](#))

In accordance with FAR 15.304(c)(1), although non-price factors are of paramount consideration, price factors are also important to the overall award decision and may be a deciding factor. To be considered eligible for award Offeror's must propose all of the required price elements called for in the pricing tables, and must provide prices for all categories or classes of service required in the Government's SOW.

The Government will evaluate offers for award purposes by adding 1) the total price for all options (including Option to Extend Service), and 2) any separately proposed CLINs for ODCs necessary to submit an offer to the Government, to the total price for the basic requirement using the Offeror's completed Attachment 2, Pricing Matrixes, to arrive at a total evaluated price for full performance (base and all options; and any proposed ODCs). The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options must not obligate the Government to exercise the option(s). Note: The Option to Extend Services per FAR 52.217-8 may be exercised any time during the period of the contract any number of times for a total duration not to exceed six-months. This option, if exercised, will be exercised using the rates current at the time exercised. For example, if exercised at the end of Option Period 2 for a period of two months, Option Period 2 rates must apply to the two month period.

The Government will not consider pricing schemes that call for differing rates for like labor categories across the differing task areas listed in the SOW, nor will the Government consider

differing site rates.

The Government will consider any assumptions, constraints, or other information that may have an effect on the rates proposed by the Offeror to determine if the information acutely affecting the proposed prices are in a manner deemed not in the Government's interests, which may then result in the proposal being evaluated as ineligible for award based on price risk.

To ensure fair, reasonable, balanced, and realistic prices as referenced under [Section E3-2.2](#), the Government will perform a price and/or cost analysis in accordance with FAR Part 15.404 for all priced items. Offerors are advised that all prices may be subject to price and/or cost analysis and that offered prices may be compared with: (1) all other offered prices, (2) current market prices, (3) current similar Government and commercial contract prices, (4) independent Government cost estimate(s), and (5) prices set by law and regulation. Price proposals will be analyzed to determine:

- Whether the loaded hourly rates are fixed for the periods proposed and that pricing tables have been thoroughly and accurately completed;
- Whether the proposed prices are mathematically and/or materially unbalanced.
- Whether the proposed prices are fair and reasonable.
- Whether the proposed prices are realistic.

The primary means of determining the "fairness and reasonableness" of proposed prices will be through competition and the comparison of the prices offered in response to this solicitation.

In addition, the Government will evaluate the Offeror's proposed prices for realism to determine if they are consistent with the Offeror's technical proposal, reflect a clear understanding of the Government's requirements, and are consistent with the Offeror's standard commercial practice in providing the services described in the solicitation. This price realism analysis will allow the Government to assess any potential price/cost risk factors in proposals which may bear on the Offeror's understanding of the requirements and the means proposed to meet the requirements.

Proposals that contain prices that are determined to be unrealistic, or not fair and reasonable, will not be accepted by the Government. The Government may reject any offer that is materially unbalanced, according to the FAR 15.404- 1(g) definition of materially unbalanced.

E3-3.4 Small Business Subcontracting (See Sections [E2-4](#), and [E3-2.1\(h\)](#))

The Government will evaluate **only the apparently successful Offeror(s)** proposed Small Business Subcontracting Plan required by FAR 52.219-9 - Small Business Subcontracting Plan upon conclusion of the source selection evaluation of Factors (1) through (5).

The Government's evaluation of the apparently successful Offeror(s) proposed Small Business Subcontracting Plan will consider the following:

- The overall completeness of the Small Business Subcontracting Plan submitted (i.e., the responsiveness to the information required in the “Small Business Subcontracting Plan (Model Plan Outline)” at Attachment 5 or a similar format.
- The commitment that the Small Business Subcontracting Plan provides to Small Businesses. This is demonstrated by the Plan including a listing of those Small Businesses that the offeror anticipates using under the contract. The incorporation of letters or agreements with those Small Businesses identified will be considered more binding.
- The value of the planned subcontracting effort to Small Businesses. Plans will be evaluated to determine the overall total value to Small Businesses. SSA will examine the total subcontracting dollars and the applicable percentage to Small Businesses in order to determine the dollar value relative to total contracting dollars. For example, a Plan that indicates a high percentage to Small Businesses yet uses minimal total subcontracting dollars may have less overall value than a Plan that proposes a lower percentage to Small Businesses.

E3-4 Offeror’s Responsibility

FAR 9.103(b) requires that the Contracting Officer make an affirmative determination of responsibility for a prospective contractor with respect to any proposed contract award. Therefore, due consideration must also be given to those general standards for responsible prospective contractors and subcontractors as set forth in FAR 9.104-1, and FAR 9.104-4(b) including (but not necessarily limited to) whether the offeror is otherwise qualified and eligible to receive an award under applicable laws and regulations.

E3-5 2352.233-1 Independent Review of Protest (FEB 2014)

Per Federal Acquisition Regulation 33.103(d)(4), interested parties may request an independent review of their protest as an appeal of a contracting officer decision on a protest. Direct requests for an independent review to the Director, Office of Acquisition Support, Office of Acquisition Support, Social Security Administration, Office of Acquisition and Grants, 1540 Robert M. Ball Building, 6401 Security Boulevard, Baltimore, MD 21235.